



Administrative Requirements for Ecology Grants and Loans

**Washington State
Department of Ecology**

Publication No. 91-18
Revised October 2000

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Administrative Requirements for Ecology Grants and Loans (YELLOW BOOK)

**Washington State
Department of Ecology**

Prepared by:

Yellow Book Review Committee

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PART I - INTRODUCTION

A. Purpose and Scope

This document establishes the administrative requirements for all grants and loans administered through the Washington State Department of Ecology.

"Administrative" requirements are those matters common to all grants and loans, including financial management, expenditure and income reporting, contracting, procurement and records retention. These are distinguished from "programmatic" requirements, which are specific to an agreement or to a grant or loan program.

"Programmatic" requirements are detailed in specific grant or loan program guidelines. Program guidelines describe the costs and activities that are eligible for support with Ecology funds under that program, application procedures, and match requirements. Program guidelines are consistent with these Administrative Requirements, although they may impose additional limitations.

All provisions for the administration of Ecology grants or loans that are inconsistent with these Administrative Requirements are superseded, except to the extent that they are required by statute, pertain to existing agreements, or are authorized in writing by Ecology's Chief Financial Officer.

B. Roles and Responsibilities

This section summarizes recipient responsibilities and the roles of Ecology staff relative to the recipient. A complete description of any procedures is included in these requirements.

RECIPIENT

Complete the project according to all terms of the agreement, including the budget, scope of work and performance schedule.

Submit billings, reports, cash flow projections, and other required documentation in an accurate and timely manner.

Keep all supporting documentation for audit purposes for at least three years after agreement closeout.

PROGRAM STAFF

Negotiate with recipient to develop budget, scope of work and performance schedule.

Act as central contact with recipient.

	Review costs for eligibility, monitor project progress, and approve payment requests.
	Respond to budget deviation and determine appropriate action.
	Provide technical assistance, review/approve technical documents.
PROGRAM MANAGER	Sign agreements and formal amendments. Oversee fund management.
CHIEF FINANCIAL OFFICER	Resolve policy and procedural issues related to grants and loans and involving more than one Ecology program.
FISCAL OFFICE	Issue payments in conformance with administrative regulations. Follow up on subrecipient audit issues. Manage the loan repayment process.
CONTRACT/GRANT/LOAN ADMINISTRATION UNIT	Provide technical advice on agreement structure. Review agreements for enforceability and legality.
STATE AUDITOR	Audits state and local government agencies for compliance with grant/loan requirements.

C. Definitions

As used in this document and in program guidelines:

APPLICANT means an entity submitting an application to Ecology for financial assistance.

APPLICATION means a document requesting financial assistance.

ACQUISITION COST means the net invoice price per unit. This includes the cost of modifications, attachments or accessories necessary to make it usable for the project. Other costs, such as installation, transportation, taxes, duty or in-transit insurance, are to be included or excluded from the acquisition cost according to the recipient's regular accounting practice

AGREEMENT means the formal written contractual arrangement, signed by authorized representatives of the recipient and Ecology, which details the terms of the grant or loan. It includes, at a minimum, an approved scope of work, total project costs, funding percentages, eligibility criteria, budget and performance schedule.

ALLOWABLE COSTS are those in which Ecology will participate, provided that the costs are not prohibited by program guidelines, are directly related to the grant project and meet all other eligibility requirements. If an allowable cost meets all eligibility requirements established in the terms of the agreement, it becomes ELIGIBLE.

AMENDMENT means a written document, signed by the authorized representative of Ecology, which details the changes or revisions to the original terms of the grant or loan.

AMOUNT REQUESTED TO DATE means the total amount of grant or loan funds requested from Ecology since the effective date.

ARCHITECTURAL AND ENGINEERING SERVICES means professional services of an architect or engineer.

AUTHORIZED OFFICIAL is a person designated by the recipient or by Ecology to sign a grant or loan agreement and any formal amendments to it.

BID means a written offer to perform a contract in response to a formal solicitation. The contract may be to purchase or supply property, equipment, services, tools or supplies.

BID OVERRUN means the excess of the amount of the successful bid over the anticipated amount of the contract.

CASH EXPENDITURES - regardless of the source of the funds - means any cash outlay by the recipient for project-related:

- Direct costs of goods and/or services;
- Salaries and benefits of recipient employees, including force account;
- Overhead costs; and
- Payments made to contractors.

Under certain conditions, cash expenditures may also include the cash outlay by another entity for any of the above. See Part III, Section C, *Reimbursing Cash Expenditures by Other Governments*.

CHANGE ORDER means a written order to the contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

CLOSE-OUT means the process by which all administrative matters relative to a grant or loan are reconciled in order to close the file.

COMPETITIVE SOLICITATION means a process by which a recipient solicits bids or proposals from a sufficient number of bidders to assure adequate fair and open competition.

CONTINGENCY ALLOWANCE means the amount that is encumbered by Ecology to cover unanticipated increases in the cost of the project.

CONTRACT means a written instrument whose principal purpose is the procurement - by purchase or lease - of goods or services for the direct benefit of the project.

CONTRACTOR is any entity who is paid by the recipient for goods or services received under a contract.

COST PLUS FIXED FEE CONTRACT means a contract in which the government pays reasonable, allowable, and allocable costs plus a negotiated fixed fee (profit). The fixed fee does not vary with actual costs.

COST-TYPE CONTRACT means a contract in which the contractor is paid on the basis of costs incurred, with or without an additional fee for contractor profit.

COSTS include all charges made to the project, either as cash expenditures or as in-kind contributions.

CURRENT REQUEST means the amount of grant or loan funds requested from Ecology on the current billing.

ECOLOGY means the Department of Ecology or its authorized representatives.

EFFECTIVE DATE (of an agreement) means the earliest date on which eligible costs may be incurred. Unless otherwise stated in the agreement, the effective date is the date that the agreement was signed by Ecology.

ELEMENT is a generic term that may refer to an object, a task, a sub-object or a sub-task.

ELIGIBLE COST means a cost that meets all eligibility criteria established in the terms of the agreement. This includes any criteria related to the nature and the amount of the costs. If cash expenditure is eligible, this implies that it will be reimbursed, in whole or in part, with state funds. If an in-kind contribution is eligible, a recipient may use it to meet the match requirement.

ELIGIBLE may also be used in reference to a task or to an entity. A task is eligible for funding by a particular fund source if the activities performed in that task are permitted by the fund source requirements. An entity such as a local government or other applicant for a grant or loan, is eligible for a grant or loan if it meets the applicant criteria in the program guidelines.

ELIGIBLE PROJECT COSTS means the sum of eligible in-kind contributions and eligible cash expenditures applied to a project.

ELIGIBILITY GROUP means those costs which are eligible for support from the same fund source with the same fund share and the same match requirements. See Part IV, Section C, *Funds with Different Eligibility Requirements*.

ELIGIBILITY PERCENTAGE means the portion of allowable costs which is eligible. (For example, for some costs in waste programs, the eligibility percentage may be 0% because the state cannot participate at all; for sewage treatment plants, the eligibility percentage may be the percentage of the plant construction costs not related to growth.) If the terms of the agreement do not specify any eligibility percentages, the assumed percentage is 100%.

NOTE: This is NOT the GRANT PERCENTAGE, which represents the state share of the eligible costs. Also, the eligibility percentage is not derived in any way from comparing task costs with total project costs or with available grant/loan funding. It is strictly based on statutes or other regulations governing the categories of costs that may be eligible .

ENCUMBERED means money set aside (earmarked) to cover a liability that will be incurred in the future.

EQUIPMENT means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of at least \$5,000 per functional unit or system.

EMERGENCY means unforeseen circumstances beyond the control of the recipient that present a real, immediate and extreme threat to the proper performance of essential functions and that without immediate corrective action may reasonably be expected to result in bodily injury or loss of life or excessive loss or damage to property.

EXPIRATION DATE (of an agreement or amendment) is the last date on which costs may be incurred (accrued) and be considered eligible. Any costs incurred after the expiration date are not eligible.

FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENT means the governing body or governmental agency of any Indian tribe, band, nation, or other organized group or community (including any Native village as defined in the Alaska Native Claims Settlement Act, 85 Stat. 688) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

FINAL PERFORMANCE EVALUATION (FPE) is an internal Ecology document completed by the project officer and the fiscal office to document the close-out of an agreement.

FINANCIAL MANAGER means the Ecology staff person assigned to manage the financial aspects of an agreement.

FIRM FIXED PRICE CONTRACT means a contract in which the contractor is paid a fixed amount agreed to at the outset of the contract that will not change unless there is a significant change in the scope of work.

FORCE ACCOUNT means services related to a construction project which are provided by employees of the recipient, generally because it is determined that the work may be performed more economically or more efficiently by using materials, and/or equipment of a public body. Force account does not include administrative services applied to the construction project.

FUND SHARE (%) means the maximum percentage of eligible project costs which will be supported by a particular fund.

FUND AMOUNT (\$) means the maximum amount of the eligible costs which will be supported by the fund.

FUND MANAGER means the Ecology staff person with the authority to allocate funds from a particular source.

GOVERNMENT means a federal, state or local government, or a federally recognized Indian tribal government.

LOCAL GOVERNMENT means a county, municipality, city, town, township, municipal corporation, quasi-municipal corporation, local public authority, conservation district, school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

GRANT means an award of money or property to accomplish a public purpose authorized by statute. The term does not include technical assistance, which provides services instead of money or other assistance such as revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Nor does the term include assistance, such as a fellowship or other lump sum for which the recipient is not required to account.

GRANT/LOAN AMOUNT means the maximum dollar amount of financial assistance that may be paid to the recipient under the terms of the agreement.

GRANT/LOAN OFFER means a letter sent to the grant or loan applicant stating that the application was accepted and that a grant or loan agreement may be negotiated.

GRANT/LOAN PERCENTAGE means the maximum percentage of eligible costs that may be supported by state funds.

GRANT/LOAN REMAINING means the amount of grant or loan funds which has not yet been disbursed to the recipient.

GRANT/LOAN UTILIZED means the total amount of the grant or loan funds which have been disbursed to the recipient since the effective date of the agreement.

INDIRECT means costs that benefit more than one activity of the recipient and that are not directly assignable to a particular objective of the project.

IN-KIND CONTRIBUTIONS are property or services that benefit a project and are contributed to the recipient (or any contractor under the agreement) by a third party without direct monetary compensation. In-kind contributions include donated or loaned real or personal property, volunteer services, and employee services donated by a third party.

INTERLOCAL COSTS are a type of in-kind contributions made to a project by another government pursuant to a valid written agreement (such as an Interlocal Agreement) between the recipient and the contributing entity which details the work to be accomplished, the goods and services to be provided, and the value thereof. Interlocal costs are distinguished from other in-kind contributions ONLY when the project has a cash match requirement and the program guidelines permit the use of interlocal costs to meet that requirement. See also *Cash Match Requirement -Interlocal Costs* in Part III, Section C. NOTE: Because interlocal costs are a form of in-kind contributions, no monetary reimbursement for them may be made by the recipient to the contributing entity.

LOAN means a contractual agreement between the recipient and Ecology involving disbursement of funds that must be repaid. It includes loan terms - such as interest rates and a repayment schedule - along with a scope of work, performance schedule and project budget.

LOBBYING means funds expended to influence or attempting to influence an officer or employer of an agency, a legislator, an officer or employee of the legislature or an employee of an individual legislature.

MATCH means that portion of the cash expenditures borne by recipient funds and the value of the eligible in-kind contributions applied to the project, if any.

MATERIAL means an obligation central to the reason for the agreement, without which there would be no agreement.

MAXIMUM ELIGIBLE COSTS means the ceiling on the costs that are eligible.

MAXIMUM AMOUNT (\$) means the ceiling on the amount of state funding.

MAXIMUM SHARE (%) means the ceiling on the percentage of eligible project costs which may be supported by state funds.

OBJECT means any of the standard categories of expenditures listed in the Budget and Accounting Reporting System (BARS), such as "salaries" or "supplies."

OBLIGATIONS means the amounts of orders placed, contracts awarded, goods and services received, and similar transactions during a given period that will require payment by the recipient

OVERHEAD means those costs that benefit more than one activity of the recipient (including the grant or loan project) and that cannot be directly assigned to an objective of the project. (See Indirect)

OVERTIME means employee hours in excess of 40 hours per week.

OVERTIME DIFFERENTIAL means the additional hourly rate applied to an individual's overtime hours. For instance, the overtime differential is 50% when overtime is paid at "time-and-a-half."

PAYMENT DUE means the amount of grant or loan funds to be disbursed to the recipient.

PERFORMANCE SCHEDULE means a calendar of dates showing when portions of a grant or loan project are due for completion.

PERSONAL PROPERTY means property of any kind except real property. It may be tangible (having physical existence) or intangible (such as patents, inventions and copyrights.)

PERSONAL SERVICES means professional services of a consultant.

PRIOR WRITTEN APPROVAL means documentation indicating that Ecology gave the recipient the authority to incur the particular costs, or take the particular actions, before the costs were incurred or the actions taken.

PRIOR AUTHORIZATION means written documentation authorizing the recipient to incur eligible project costs before the execution of the agreement. See *Authorizing Costs Incurred Prior to an Agreement* in Part II.

PROJECT INCOME means gross income received by the recipient and directly generated by a project, or earned only as a result of the project during the period of the agreement.

PROJECT OFFICER/PROJECT MANAGER means the Ecology staff person assigned to negotiate the terms of an agreement with the recipient and manage projects.

PROGRAM MANAGER means the manager of the Ecology program awarding the grant/loan for the project.

REAL PROPERTY means land, including crops and mineral rights, land improvements, structures, and appurtenances to them, excluding movable machinery and equipment.

RECIPIENT means the entity that is awarded the funding and accountable for the use of the funds. The recipient is the entire legal entity even if only one component or department is designated in the agreement document.

SCOPE OF WORK means a detailed description of the project, including measurable objectives useful for determining successful completion.

SHARE (of an entity's portion of real property, equipment or supplies) means the percentage of the acquisition cost of the property borne by the entity. Only cash expenditures are to be counted - not the value of third-party in-kind contributions.

SHARE (of an entity's portion of project charges) means the percentage of the total project charges - including both cash expenditures and in-kind contributions - borne by that entity.

STATE means Washington state.

SUBRECIPIENT means a recipient who receives *federal* monies from Ecology in an amount equal to, or greater than \$300,000 per year.

SUPPLIES means all tangible personal property other than tools or equipment.

SUSPENSION means the temporary withdrawal of the authority to obligate previously awarded project funds pending either termination or corrective action by the recipient.

TASK means a particular objective of a project, such as "Design Treatment Facility".

TERMINATION means permanent withdrawal, before the expiration date, of the authority to obligate previously awarded project funds. It also means the voluntary relinquishment of that authority by the recipient. Termination does not include:

- Withdrawal of funds awarded on the basis of the recipient's underestimate of the unobligated balance in a prior period;
- Withdrawal of the unobligated balance at agreement expiration;
- Refusal to extend/renew an agreement or award additional funds; or
- Voiding an agreement upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

TERMS OF THE AGREEMENT means all requirements of the grant or loan, whether in statute, regulations, these Administrative Requirements, program guidelines or the agreement document.

THIRD PARTY means an entity who is not the recipient or a contractor under the grant agreement.

TOOLS are tangible, personal property having a useful life of more than one year and an acquisitions cost of less than \$5,000 per functional unit.

TOTAL PROJECT COST means the sum of allowable direct and overhead costs of the project. It includes allowable costs that are ineligible because of statutory, budgetary or other limitations.

UNLIQUIDATED OBLIGATIONS, for financial reports prepared on a cash basis, means obligations incurred by the recipient that have not been paid. For financial reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the recipient for which no expenditure has been recorded.

UNOBLIGATED BALANCE means the portion of the funds authorized by Ecology that has not been obligated by the recipient; it is determined by subtracting the cumulative obligations from the grant or loan amount.

PART II - TERMS OF THE AGREEMENT

A. Application For Grants And Loans

Each Ecology grant or loan is administered according to statutory authority detailed in the following:

- Rules (WACS)
- Application instructions;
- Program Guidelines;

Recipients should consult the program guidelines governing the project for instructions.

B. Authorizing Costs Incurred Prior to an Agreement

Some circumstances may make it advantageous to begin work on a project before the effective date of an agreement. A public health hazard, environmental emergency, enforcement order, or consent decree with a court-ordered compliance schedule may require immediate action. A project, such as instream work which depends on environmental conditions, may be compromised if work was delayed. In certain situations, there could be a loss of revenue to the applicant, from a matching grant, for instance, if work was delayed.

Under such circumstances, ecology may authorize the applicant to incur costs prior to the execution of an agreement if the following additional criteria are met:

- The applicant has been offered a grant or loan on the basis of a complete application including a scope of work, detailed budget, and performance schedule, and
- The scope, cost, effective date, purpose and duration of the preliminary work and any additional considerations are documented in a written request from the applicant and are consistent with the application, and
- Ecology determines that authorization is in the best interests of the state.

While a prior authorization does not guarantee award of a grant or loan, it does make such costs eligible if an award is made and if the prior authorization is referenced in the agreement.

A prior authorization must be in writing. Unless specifically indicated otherwise, the date of Ecology signature is the effective date.

Costs incurred before the effective date of the prior authorization and costs for work not consistent with the terms of the authorization are not eligible. Such costs

will be at the expense of the applicant. As the work specified in the prior authorization progresses, recipients are to submit progress reports and at intervals mutually agreed to by the recipient and the department.

C. Agreement Document

The agreement document must contain:

Grant/Loan Number

Ecology will assign a grant or loan number to the agreement. The recipient should include the grant or loan number in all project-related correspondence and payment requests.

Effective Date

After the award offer has been made, the recipient and Ecology negotiate the scope of work, eligibility criteria, performance schedule, budget, and other terms of the agreement. The Project Officer drafts the agreement and forwards it to the recipient for review and approval. After signature by the recipient, the agreement is signed by the authorized Ecology official. Unless specifically indicated otherwise in the agreement, the date of Ecology signature is the effective date. **Any costs incurred before the effective date are not eligible.**

Expiration Date

The expiration date is the last date on which a cost may be incurred and be considered eligible. An amendment is required to extend the expiration date.

General Terms and Conditions

General Terms and Conditions are general requirements contained in all Ecology grant and loan agreements, and are not negotiable. Some of those terms and conditions are explained more fully in these Administrative Requirements, and a copy of the current General Terms and Conditions is included in the Appendix.

Special Terms and Conditions

Special Terms and Conditions are written into an agreement to detail restrictions or conditions specific to the project or to program guidelines. Special Terms and Conditions are consistent with the General Terms and Conditions, but may provide additional restrictions or limit the applicability of certain provisions of the General Terms and Conditions. The Special Terms and Conditions take precedence over the General Terms and Conditions and will be controlling.

Scope of Work

The agreement must contain a detailed scope of work describing the project and measurable objectives to be used to determine satisfactory achievement. The scope of work will generally contain a performance schedule with specific milestones, outcomes and/or deliverables related to project objectives, and regular reporting dates.

Project Budget

The agreement must include a project budget that establishes eligible costs for tasks and/or budget objects. The budget will also detail funding sources and amounts, any limitations on in-kind or overhead, and other financial matters.

Signature of Authorized Representatives

The agreement must be signed by an Ecology Director, Deputy Director, Program Manager, or authorized delegate, and by an authorized official of the recipient. At project officer discretion, the recipient's signatory may be required to submit a letter from the chief executive of the recipient, authorizing him/her to sign the agreement for the recipient.

Additional Certifications or Sworn Statements of Compliance

By signing an agreement the recipient certifies that it will comply with the procedures of the Office of Minority and Women's Business Enterprises as reflected in the Special Terms and Conditions of the agreement.

Additional certifications or statements of compliance with specific federal or state regulations may be required. An example of the certification of compliance with the Federal Drug-Free Workplace standards is included in the Appendix.

D. Amendments

No amendment is required for administrative adjustments such as changes in telephone numbers, addresses, project officers, supervisors or contact persons for Ecology or the recipient. However, the Recipient must notify the Project Officer of such changes. The Project Officer must notify the Fiscal Office, in writing, of such changes. E-mail may be used to notify the Fiscal Office.

Amendments are numbered consecutively over the agreement period. There are two types of amendments: formal amendments and letter amendments.

Letter Amendment

A letter amendment is a unilateral amendment developed ONLY at the written request of the recipient and signed by the project officer. Letter amendments may only be used for grant agreements.

A LETTER AMENDMENT MAY BE USED WHENEVER:

- THE EXPIRATION DATE IS EXTENDED;
- COSTS ARE REDISTRIBUTED AMONG BUDGET ELEMENTS (See *Ensuring Budget Conformance* in Part IV);
- FUND SHARES (%) ARE CHANGED.

Formal Amendment

A formal amendment is an amendment signed by the authorized officials of both Ecology and the recipient.

A formal amendment is necessary whenever:

- **There is a revision in the scope of work** or the objectives of the project (whether or not there is an associated budget revision);
- **There is a need for additional funds above the maximum amount from any fund source;**
- On research projects, **there is a change in the project director or principal investigator;**
- **A Loan agreement is affected..**

LETTER AMENDMENT

Agreement No: _____ Recipient _____ Amendment No: _____
Project Officer: _____ Program: _____ Section: _____

I authorize the following revisions to this grant project budget, starting on the date below:

Project Officer Signature:_____ Date Signed:_____

Effective Date_____

TASK/OBJECT No.	CURRENT BUDGET				(REVISED BUDGET) :			
	TASK/OBJECT COST				TASK/OBJECT COST			
		ELIG. %	ELIG. COST	MAX. ELIG.		ELIG. %	ELIG. COST	MAX. ELIG
PROJECT								

A formal amendment is necessary if an increase in funding is required. **The revised budget for any element may not be less than the amount already billed in that element.**

Original to Recipient - Copy to Fiscal Office

ECY 060-17 (10/00)

LETTER AMENDMENT

REVISING FUND SHARES FOR AN ECOLOGY GRANT

To: _____
Recipient of Grant or Loan

From:

Project Officer:

Section:

Program:

Re: Amendment No: _____ to Agreement No: _____

Project Title (Optional): _____

Effective Date: _____

This letter amendment is required if:

- The redistribution involves elements funded by more than one fund source AND
- The fund sources have different eligibility requirements AND
- The fund share (%) of any one fund source is to be changed.

A formal amendment is required if:

- The fund amount (\$) from any one fund source is to be increased.

For each fund source, enter the maximum eligible costs for all tasks funded by that source and the grant share. *Multiply the two to compute the fund amount from that fund source.*

FUND SOURCE	CURRENT			REVISED		
	1. MAXIMUM ELIGIBLE COSTS PER FUND SOURCE	2. FUND SHARE (%)	3. FUND AMOUNT (\$)	4. MAXIMUM ELIGIBLE COSTS PER FUND SOURCE	5. FUND SHARE (%)	6. FUND AMOUNT (\$)
	Multiply column 1 by column 2 to obtain column 3.			Multiply column 4 by column 5 to obtain column 6.		

Approved By: _____
Project Officer Signature

_____ Date

cc: Fiscal Office
Budget Office

ECY 060-18 (10/00)

LETTER AMENDMENT

EXTENDING THE EXPIRATION DATE OF AN ECOLOGY GRANT OR LOAN

To: _____
Recipient of Grant or Loan

From: Project Officer:

Section:

Program:

Re: Amendment No: _____ to Agreement No: _____

Project Title (Optional): _____

Effective Date: _____

In response to your written request, I authorize the extension of the expiration date of this agreement.

FROM (previous expiration date) _____

TO (revised expiration date) _____

THIS AMENDMENT IS NOT EFFECTIVE UNLESS ALSO SIGNED BY THE BUDGET ANALYST FOR THE APPROPRIATE GRANT OR LOAN PROGRAM.

Project Officer Approval: _____

Budget Section Approval: _____

Budget Analyst Signature

Date: _____

cc: Fiscal Office

ECY 060-19 (10/00)

E. Monitoring Project Progress

Ecology Review

Ecology will monitor projects to assure compliance with applicable regulations and all terms of the agreement, and will make site visits according to program needs.

Progress Reports

Recipients must submit a progress report concurrently with each payment request or such other schedule as set forth in the Special Conditions. Progress reports shall cover the periods specified in the agreement or in program guidelines. Reports shall be due thirty (30) days following the end of the period being reported.

PROGRESS REPORTS MUST CONTAIN:

- A comparison of actual accomplishments to the objectives established for the period;
- The reasons for the delay if established objectives were not met;
- Analysis and explanation of any cost overruns; and
- Any additional pertinent information.

If the recipient submits a justified request, the Project Officer may extend the due date for any progress report. With the exception of the final progress report, the Project Officer may waive the requirement for any report that s/he determines to be unnecessary. The project officer should document any exceptions in the grant/loan file.

Final Progress Report

Recipients must submit a final project report and other closing documentation required by program guidelines. Final payment will not be made until the Project Officer certifies that such documentation has been received and the project has been satisfactorily completed.

Reporting Significant Developments

Events with significant impact on the project may occur between progress reports. The recipient must inform Ecology as soon as any of the following situations are known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the project. The report should include a statement of any action taken or contemplated, and any assistance needed to resolve the situation.

- Favorable developments that enable the recipient to meet schedules or objectives sooner or at less cost than anticipated, or that produce more beneficial results than originally planned.
- Any changes in significant project staff or contractors.

F. Termination and Suspension

An agreement may be terminated or suspended in whole or in part only if:

- The legislative appropriation or state allotment is withdrawn from the grant or loan program. In such cases, Ecology will renegotiate the terms of the agreement;
- The recipient's authority to commit funds to the project is withdrawn. In such cases, Ecology may request repayment of all or part of the funds already disbursed, or take other remedies which may be legally available;
- The recipient does not commence the project within four months after the effective date of the agreement, or by any date mutually agreed upon in writing.

OR

- The recipient fails to comply with any material term of the agreement, whether stated in a statute, regulation, plan, application, award, or elsewhere.,

In such cases, Ecology will take one or more of these actions:

- Temporarily withhold cash payments pending correction of the deficiency;
- Disallow all or part of the cost of the activity or action not in compliance;
- Request repayment of all or part of the funds already disbursed to the recipient;
- Withhold further awards;
- Take other legally available remedies.

In taking any of these actions, Ecology will provide an opportunity for hearings, appeals, or other administrative proceedings to which the recipient is entitled under the agreement. The Project Officer will send written notice to the recipient at least five working days prior to the effective date of the suspension or termination.

If the recipient incurs costs during a suspension or after termination, these costs are not allowable unless expressly authorized by the department.

G. Appeal Process

The Ecology project officer is authorized to make determinations of cost eligibility, to disallow costs, to track projects through other Ecology work units, and to ensure compliance with the program guidelines and the Administrative Requirements. Recipients should direct their concerns and questions directly to the project officer, who will coordinate matters with the Fiscal Office or other Ecology units.

Unless otherwise provided in the agreement or program guidelines, any questions will be decided by the project officer, who will provide a written statement of decision to the recipient. The decision of the project officer will be final unless the recipient directs a written appeal to Ecology within thirty days of receipt of the project officer's decision.

Some programs have specific appeal procedures, and recipients should follow those procedures in appealing the project officer decision relative to a particular project.

In the absence of specific program appeal procedures, recipients are to use the Ecology "chain of command" in making an appeal. Recipients should address the appeal directly to the project officer's section head, and then to the appropriate Program Manager, as these officials are most familiar with the program guidelines and other grant/loan-related issues. This will ensure a more timely response for recipients.

In connection with any appeal, the recipient will have the opportunity to be heard and to offer evidence in support of the appeal. The decision of the Director of Ecology, or his/her authorized representative will be final. Appeals of such final decisions must be brought in the Superior Court of Thurston County. While awaiting the final decision on such an appeal, the recipient is expected to continue progress on the project according to all terms of the agreement. Administrative costs and other expenses incurred as part of an unsuccessful appeal are not allowable.

PART III - ELIGIBLE COSTS

A. Definition of Eligibility

Categories of Costs

Costs are divided into three categories:

- **Allowable costs**, which **may** be allowed for any project funded through Ecology, including federal grants;
- **Unallowable costs**, which are **never** allowed under any project administered through Ecology;
- **Conditionally allowable costs**, which are allowable only under certain conditions, such as prior written approval.

An allowable cost which meets all of the eligibility criteria on the following page becomes an **eligible** cost as shown in the graphic below. If a cash expenditure meets all eligibility criteria, it becomes reimbursable, in whole or in part with Ecology administered funds. If an in-kind contribution meets all eligibility criteria, it may be used to meet a match requirement.



For instance, "travel expenses" are allowable. However, if the program guidelines did not allow travel costs, if the travel costs were not necessary to the specific project, or if the costs exceeded the budgeted amount, such costs would not be eligible. Therefore, they would not be reimbursed, and they could not be used as match.

Eligibility Criteria

To be eligible, a cost must:

- **Be allowable**, according to Part III Sections E through G.
- **Be necessary and reasonable** for proper and efficient completion of the project. Necessary costs are determined by the nature and scope of the project as detailed in the terms of the agreement
- **Be authorized or not prohibited** under federal, state or local laws and regulations, and the applicable program guidelines;
- **Conform to the project budget and any other financial limitations in the terms of the agreement.** Costs in excess of the budget, and costs which do not conform to match requirements or other financial restrictions are not eligible.
- **Be incurred after the effective date of the agreement and before the expiration date.** If a cost is incurred after the expiration date, the cost is not eligible unless an amendment is done to extend the expiration date;
- **Be net of all applicable credits** (such as rebates, discounts, etc.). If any rebate or discount is applied to a cost, the amount which is eligible is the net cost AFTER the rebate or discount is applied;
- **Be documented.** Costs which are not supported by invoices, time sheets or other required documentation are not eligible;
- **Be consistent** with the standard business practices of the recipient. A cost is not eligible if it is computed differently than it would have been if incurred in any other recipient activity; and
- **Not be charged to any other project** in the current or other fiscal years.

Only eligible cash expenditures are reimbursable, in whole or in part, with state funds. Only eligible in-kind contributions and cash expenditures may be used to meet a match requirement.

B. Direct Costs and Overhead Costs

Allowable costs include direct costs and overhead costs. Ecology recognizes that some recipients have a federally approved indirect rate, which may differ from the overhead rate established in this section. In some cases, the amount of overhead costs which may be eligible may be less than the amount of the federally approved indirect costs.

However, in order to distribute our limited resources to as many projects as possible and in order to assure equitable treatment of grant/loan recipients, we have adopted a uniform overhead rate for application to **all** Ecology grants and loans. A uniform rate will permit us to simplify reporting requirements and will assure more consistent treatment of recipients across Ecology programs. It is also intended to ensure that a project conducted by a recipient which does not have a federal indirect rate is supported in the same proportion as a project conducted by a recipient which may have a federal rate.

Direct Costs

Direct costs are costs that can be identified specifically with a particular objective of the project, such as:

- Compensation of employees for the time devoted to the project;
- Cost of materials and approved capital expenditures used specifically for the project;
- Costs of services furnished for the project by other entities.

Overhead Costs

Overhead costs are those incurred for a common purpose and not readily identifiable with a particular objective. This includes costs incurred by the recipient, as well as costs incurred by others who supply goods, services or facilities to the recipient, such as:

- Costs of utilities for a facility shared by a project and other recipient activities;
- Costs of maintaining a department that provides services to a project as well as other recipient activities (e.g., a warehouse or mailroom);
- The costs of supervisory personnel who oversee project activities as well as other recipient activities.

Computing Overhead Charges

There is no universal rule for classifying certain costs as either direct or overhead; a cost may be direct with respect to some of the recipients functions, but be overhead with respect to the project. **It is essential only that each item be treated consistently throughout the project either as a direct or an overhead cost as follows:**

- **The recipient may direct bill all allowable costs which can be identified specifically with the project.** The recipient must compute the direct charges in the same way as the charges would be computed if the costs were related to any

other recipient activity. For instance, if the recipient's motor pool normally bills vehicle mileage back to individual jobs, mileage applied to the project may be direct billed. Otherwise, it must be included in the overhead charge. In addition,

- **The recipient may charge as overhead an amount equal to 25% of salaries and benefits of recipient employees for time devoted specifically to the project.** That amount is intended to include all costs in the categories below, which generally are not direct billed.

For example, "**Communication**" is included in the overhead rate, and is intended to cover the basic telephone charges associated with maintaining a line to the recipient's project administrator. Any long distance calls associated directly with the project may be direct billed. **Insurance**, such as the project portion of the recipient's regular fire and liability insurance is included in the overhead, while the cost of an insurance policy taken out specifically for the project may still be direct billed.

Some projects are subject to state or federal laws that limit the amount of overhead costs that may be eligible. In such cases, the ineligible amount may not be charged to another Ecology project.

Overhead charges are to be reported on the same billing as the salaries and benefits on which they are based. They should be reported as a separate line item on the Form C1/C2, Invoice Voucher (see example on page A-22).

Costs Included in the Overhead Rate

The following costs will generally be covered by the overhead rate. BARS code numbers are indicated in the parentheses at right.

Office furnishings and operating supplies (31) (Office furnishings, stationery/supplies, forms, cleaning supplies, etc.)

Fuel consumed (32) (to generate power or provide heat)

Small tools and minor equipment for administrative use (35)
(Calculators, fax machines, telephones, etc.)

Professional services (41) (Auditors, management consultants, legal, custodial, janitorial, messenger services, etc., shared by the project and other recipient activities)

Communication (42) (Includes but is not limited to basic telephone, cell phone, pagers, internet connections, facsimile (fax) and postage charges.)

Operating rentals and leases (45) (Rental costs for facilities or equipment - such as buildings or copy machines - that are shared by the project and other recipient activities)

Insurance (46) (Fire, casualty, theft, bonds, liability, etc.)

Utility services (47)

Repairs and maintenance (48) (Labor and supplies to repair or maintain real or personal property)

Miscellaneous (49) (Court costs, dues, subscriptions, memberships, laundry, information and credit services, printing and binding, judgments, damages, registration, tuition, etc.)

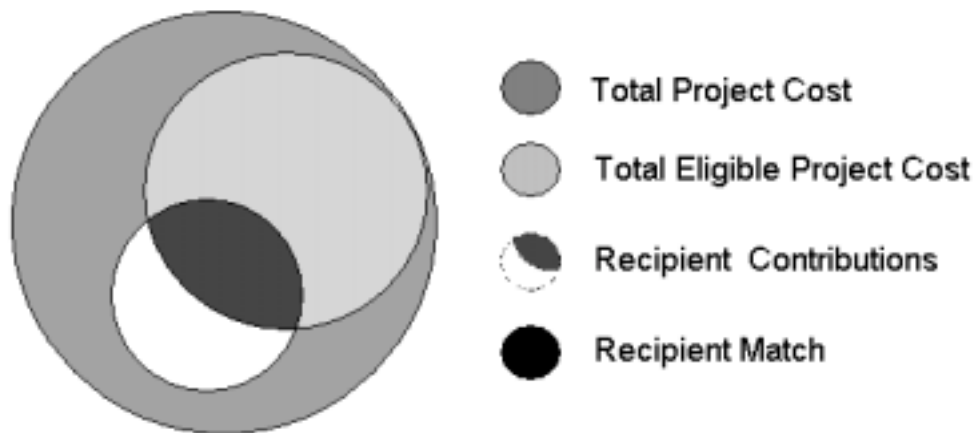
Intergovernmental professional services (51) (Costs charged by other governmental entities for functions normally provided by governments and not by private businesses, such as police or fire protection)

Capital outlays (60-66) (Costs of shared real property, equipment, easements, etc.)

Intergovernmental interfund services (90-98) (Costs to other recipient departments for services rendered jointly to the project as well as to other recipient activities.)

C. Match Requirements

Definition of Recipient Match



Recipient match consists of:

- That portion of eligible **cash expenditures** which is not reimbursed by Ecology grant/loan funds. This includes eligible costs reimbursed by another grant or by cash donations; and/or
- **The value of eligible in-kind contributions.** In-kind contributions are valid match only to the extent that they would be eligible if the recipient had paid for them and to the extent permitted by the terms of the agreement.

Note that cash, whether from the recipient sources or donated by a third party, becomes "match" only if it is applied to the project to support eligible cash expenditures. All ineligible costs are at the expense of the recipient and are not valid match. The relationship between total project costs, total eligible costs, Ecology grant funds, and recipient match is illustrated above.

The following are not valid match:

- **Costs used as match on another project.** No cash expenditures or in-kind contributions used as match on one project may be used as match on another.
- **Costs financed by project income,** as defined in Part IV-G, are not valid match unless they are expressly permitted in the terms of the agreement.
- **Services or property financed by income earned by contractors.** Contractors under a grant or loan agreement may earn income from the activities carried out under the contract in addition to the amounts earned from the recipient awarding the contract. No costs of services or property supported by this income may count as match unless expressly permitted in the agreement.
- **On federal grants, costs borne by another federal grant.** Except as provided by statute, costs borne by one Federal grant are not valid match on another Federal grant project. This prohibition does not apply to income earned by a recipient from a contract awarded under another Federal grant. Note: for purposes of match, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.
- **Costs financed by penalties and/or fines**

Grant/loan funds may be used only to reimburse eligible cash expenditures. In no event may the recipient receive reimbursement in excess of actual cash expenditures. Grant funds may not be used to provide any profit to the recipient.

Documentation of Match

All eligible costs must be reported as they are incurred. This requirement is true for costs which are reimbursed by grant or loan funds, as well as costs used to meet the match requirement. Without documentation demonstrating that the match requirement has been met, a recipient will not receive the entire payment which would be due.

Cash expenditures and in-kind contributions must be verifiable from recipient records. Cash expenditures must be supported by invoices, and the value of in-kind contributions must be documented according to PART IV.

Cash Match Requirement

Some Ecology grant or loan programs require that a specific percentage of the match consist of cash expenditures on the part of the recipient. Generally, a cash match requirement cannot be met by in-kind contributions, which means that goods or services provided to the project by a third party at no charge to the recipient are not valid cash match. However, in order to facilitate cooperative ventures between the recipient and other local governmental entities, program guidelines may permit the costs of goods and services provided to the project by another governmental entity to be used as cash match. While such costs are in-kind contributions - and therefore may not be reimbursed with grant funds - they may be used to meet the cash match requirement.

Interlocal Costs

Interlocal costs are in-kind contributions made to the project by a governmental entity other than the recipient according to a valid written agreement which details the work to be accomplished, the goods to be provided, and the value thereof. Interlocal costs may be used to meet a cash match requirement when all of the following conditions apply:

- The other governmental entity receives no reimbursement from the recipient (just as with other in-kind contributions);
- The costs would have been eligible if incurred by the recipient;
- The program guidelines permit the contributions of the other governmental entity to be used to meet a cash match requirement. Generally, in-kind contributions are considered interlocal costs only if contributed by an entity which would itself be eligible for a grant or loan according to program guidelines. However, program guidelines may make specific exceptions or impose additional conditions in this regard.
- The project officer has reviewed the written agreement between the recipient and the other contributing entity.
- The costs are reported as **interlocal costs** on Form C1, and documented in the same way as costs incurred by the recipient;
- The contributing entity and the specific interlocal costs are identified in the terms of the agreement.

No other in-kind contributions are valid cash match, and the amount of in-kind which is eligible is limited to the portion of the match which is not required to be cash.

For example, suppose the recipient has a 75% grant, with a 12.5% cash match requirement. Then:

- At least 87.5% of the project costs must be formed by actual cash expenditures incurred by the recipient and/or interlocal costs on the part of the contributing entities;
- In-kind may not constitute more than 12.5% of the eligible project costs;
- The recipient may not receive payment for more than the amount of actual cash expenditures on its part. Therefore, if the recipient expends \$60,000 on a \$100,000 project, and the remaining \$40,000 consists of interlocal costs, the recipient would receive \$60,000. This is because \$60,000 is the lesser of the recipient's cash outlay and 75% of the total costs.

Reimbursing Cash Expenditures by Other Governments

If the recipient is required by the interlocal agreement to reimburse the other government for any portion of its cash outlay for the project, the other government's cash expenditures are not considered Interlocal Costs. Cash outlay made by another entity in relation to a project may be considered cash expenditures, and the recipient will be reimbursed for such costs in the same way that it would be reimbursed for its own cash outlay, as long as:

- There is a valid written agreement, reviewed by the project officer, between the recipient and the other government detailing the work to be accomplished, the goods to be provided and the value thereof;
- The agreement specifies that any reimbursement received by the recipient for the cash outlay of the other government will be passed through to the other government;
- The other government and the cash costs to be incurred by it are identified in the agreement;
- The other government's cash costs are reported on Form C1/C2 as **cash expenditures**;
- The costs would have been eligible if incurred by the recipient.

Suppose the recipient has a 75% grant for a \$100,000 project. The recipient expends \$60,000 and another government expends \$40,000. If the recipient has contracted with the other government to pass grant funds through in the same proportion it receives, then the recipient would receive \$75,000 from Ecology. Of this \$75,000, the recipient would be required to pass through \$30,000 (75% of \$40,000) to the other government, and the recipient would keep \$45,000 (75% of \$60,000). Each entity would then receive 75% of its costs. Note that even if the grant had a cash match requirement, the requirement would be met by virtue of the fact that both entities' costs were considered cash expenditures.

D. Valuation of Donated Property and Services

Values placed on donated property or services must conform to the principles in this section. If a donation is not described here, the value placed on it shall be fair and reasonable. If it is necessary to establish the market value or fair rental rate of real property, Ecology may require that it be set by an independent appraiser. Ecology reserves the right to make the final determination of value.

Donated services must be documented on Form E: Monthly Time Sheet. If no invoice is provided by the contributor, donated supplies, donated property, and loaned equipment or space must be documented on Form I: Valuation of Donated Property.

Volunteer services

Unpaid services provided to the project by individuals are valued at \$12.50 per hour for adults. The services of minors will be valued at the minimum wage at the time the services are provided. This rate is intended to include the value of travel expenses contributed by volunteers; therefore, additional in-kind contributions for volunteer travel expenses are not allowable. Time spent by state employees in performance of their official duties may not be counted as volunteer services.

Employee services donated by a third party

When a third party employer (i.e., not the recipient or a contractor under the agreement) contributes the services of an employee in the employee's normal line of work, to the project at no charge to the recipient, the services will be valued at the employee's regular rate of pay. If the services are in a different line of work, see VOLUNTEER SERVICES above. If the third party reimburses the employee for travel expenses incurred relative to the project, such costs are allowable in-kind contributions on the part of the third party.

Donated supplies

If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

Donated equipment, buildings, and land

If a third party donates equipment, buildings, or land, and title passes to the recipient, the donated property will be treated in one of the following two ways:

- If the purpose of the agreement is to help the recipient acquire property, the assigned value is the market value of the property at the time of donation.
- If helping the recipient to acquire property is not the purpose of the agreement, a use allowance for any application of the property to the project may be charged to the project. Such use allowances are not treated as in-kind contributions, but as cash expenditures incurred by the recipient. They are computed and allocated in the same way as use allowances for other equipment and buildings owned by the recipient. The

amount of the use allowance is based on the fair rental rate for similar property. However, the use allowance over the period of the agreement may not exceed the amount for which the equipment or space could have been purchased at prevailing rates.

Real property donated by the recipient for construction or acquisition.

If a recipient donates real property for a construction or facilities acquisition project, the current market value of that property is an allowable cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property is allowable. Unless otherwise provided in the agreement, if any part of the donated property was acquired with Ecology funds, only the non-Ecology share of the property is allowable.

Loaned equipment or space

If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space. However, the use allowance over the period of the agreement may not exceed the amount for which the equipment or space could have been purchased at prevailing rates.

E. Allowable Costs

This section sets standards for determining the allowability of an individual cost. These standards will apply whether a particular cost is treated as a direct or an overhead cost. Failure to mention a particular cost does not imply that it is either allowable or unallowable. That determination should be made by reference to standards for similar or related costs.

Note: Program guidelines or other terms of the agreement may further restrict the categories or amounts of costs that are allowable.

Accounting, including the cost of establishing and maintaining accounting and other information systems required for the management of projects. This includes costs incurred by central service agencies for these purposes.

Advertising, including newspapers, magazines, radio and television programs, direct mail, trade papers, etc. when the purpose of the advertisement is:

- To recruit personnel needed for the project;
- To solicit bids for procuring project-related goods and services;
- To dispose of scrap or surplus materials acquired during the project;
- To advise the public about a project activity; or

- For other purposes specifically provided for in the agreement.

Audit service, including the cost of audits necessary to administer and manage the project.

Bonding, including costs of premiums on bonds covering employees who handle project funds.

Budgeting, including identifiable costs related to developing, preparing, presenting, and executing the project budget.

Central stores, including maintaining and operating a central stores organization for supplies, equipment, and materials used directly or indirectly for the project.

Communications, including project-related costs incurred for telephone calls or service (including cellular), facsimile service, wide area telephone service (WATS), Centrex, telpak (tie lines), internet service, postage, messenger service and similar expenses.

Compensation for personal services, including wages, salaries and supplementary compensation and benefits - paid currently or accrued - for services rendered under the contract, including compensation for employees of the recipient. Such compensation is allowable if:

- It is reasonable for the services rendered, and consistent with compensation paid for similar work in the recipient's labor market;
- It complies with applicable local, state or federal laws or rules governing procurement or merit system requirements;
- It is not compensated by any other governmental entity, recipient or sub-recipient;
AND
- It is documented according to Part IV, Section E.

Conference and meeting costs, such as meeting room rental, registration fees, supplies, contracts with facilitators, etc., when the primary purpose of the meeting is the dissemination of technical information relating to the project and the individual costs are in themselves allowable. NOTE: See LIGHT REFRESHMENTS in Part III-F, *Conditionally Allowable Costs* (page 35).

Disbursing service, including the costs of disbursing project funds by the Treasurer or other designated officer. Disbursing services cover the processing of checks or warrants, from preparation to redemption, including all records required for accountability and reconciliation.

Employee fringe benefits, to the extent that total compensation for employees is reasonable. Compensation paid to employees during periods of authorized absences from

the job (annual leave, sick leave, court leave, military leave, etc.) and employer contributions (social security, employees' life and health insurance plans, unemployment insurance coverage, workmen's compensation insurance, pension plans, severance pay, etc.) are allowable if they are provided according to an approved plan and their cost is equitably allocated to all related activities, including projects.

Equipment rental, provided that the total cost during the project does not exceed the fair market value of the equipment AND the costs are consistent with rental rates in the recipient's market.

Exhibits relating specifically to the project.

Maintenance and repair, including costs incurred for normal preventive maintenance, necessary repair, and upkeep of property as required to maintain an efficient operating condition, but not costs for work which adds to the permanent value of the property or appreciably extends its designed life. This is not the same as "Operation and Maintenance" costs (See Part III-F, *Conditionally Allowable Costs*, page 35), which include all costs related to the operation of a facility.

Materials and supplies necessary to carry out the project. Purchases are to be charged to the project at their actual cost after deducting all cash discounts, trade discounts, rebates, and allowances received by the recipient. Withdrawals from general stores or warehouses should be charged at the appropriate cost under any recognized and consistently applied method of pricing. Incoming transportation charges are an allowable part of material cost.

Motor pools, including project-related costs of a service organization that provides automobiles to the recipient at mileage or fixed rate and/or provides vehicle maintenance, inspection and repair services.

Payroll preparation, including project-related costs of preparing payrolls and maintaining necessary related wage records.

Personnel administration, including costs of recruiting, examining, certifying, classifying, training, establishing pay standards, and performing other project-related activities.

Printing and reproduction, including project-related materials such as forms, reports, manuals, and informational literature.

Procurement service, including soliciting bids, preparing and awarding contracts, and all phases of contract administration to provide goods, facilities and services for projects.

Reference material or subscriptions directly related to the project.

Rental of office space in privately or publicly owned buildings, provided that the costs do not exceed the rental costs of similar facilities in the same locality. (Note: for Federal grants other conditions may apply. See RENTAL, MAINTENANCE AND LEASE-HOLD IMPROVEMENTS in Section III-F, Conditionally Allowable Costs)

Taxes (or payments in lieu of taxes) that the recipient is legally required to pay.

Transportation, including costs for freight, cartage, express, postage and other transportation costs relating to goods purchased, delivered, or moved from one location to another.

Travel Expenses, including costs of transportation; lodging, subsistence, and related items incurred by employees in travel status on official business incident to a project. The following costs, however, are excluded:

- Any part of the cost exceeding that allowed by state travel regulations;
- The difference in cost between first-class air fares and less-than-first class air fares, except when less-than-first-class air fares are not reasonably available;
- Meals and/or lodging within the metropolitan area of the employee's home or official work station.

Travel costs may be charged on an actual basis, on a per diem/mileage basis, or on a combination of the two, provided that the method used is applied to an entire trip AND the charges are consistent with those normally allowed in similar circumstances for other recipient activities.

Use Allowances for equipment or facilities owned by the recipient, provided that the charge does not exceed the portion of acquisition cost that could be reasonably attributed to the project AND does not exceed the rental rate for comparable equipment or facilities in the recipient's market.

F. Conditionally Allowable Costs

The following costs may require specific prior written approval from Ecology. In such cases, the recipient must send a written request for approval to the Project Officer before incurring the obligation. The Project Officer will promptly review the request and approve or disapprove it in writing. If the request requires prior Federal approval, the Project Officer will first obtain the Federal agency's approval.

All applicable conditions are indicated in italics. **Program guidelines or other terms of the agreement may further restrict the categories or amounts of costs that are allowable..**

Advisory councils, including costs incurred by advisory councils or committees established according to Federal or state requirements to carry out projects, *when provided for in the agreement.*

Application costs. Costs of preparing grant or loan applications are allowable *when specifically provided for in the agreement.*

Capital expenditures. The cost of facilities, other capital assets, and repairs that materially increase the value or useful life of capital assets is allowable with *prior written approval*.

NOTE: When assets acquired with Ecology funds are sold, no longer available for use in an Ecology project, or used for purposes not authorized by Ecology, then Ecology will be reimbursed in the same proportion as its share of the asset's cost. If any preexisting asset is traded on a new item, only the net cost of the newly-acquired asset is allowable. See also PART V-B, Property Management, (page 74) which outlines some of the criteria to be used in determining the extent to which a capital expenditure is allowable, if any, and the procedure for determining the amount to be charged back against the grant at project expiration.

Computers, including all costs of data processing services for projects must *have prior written approval*. This includes rental costs, use allowances, or the acquisition cost.

Equipment and tools. The cost of equipment, tools and other personal property is allowable with *written approval*. See NOTE under CAPITAL EXPENDITURES above.

Force account, *to the extent provided in program guidelines*.

Indemnification, including securing the recipient against liabilities to third persons and other losses not compensated by insurance or otherwise, is an obligation of Ecology only *to the extent expressly provided for in the agreement*, except as provided in insurance below.

Insurance costs, including the costs of insurance required, or acquired and maintained according to the agreement, are allowable. Types, extent and cost of coverage will be in accordance with general State or local government policy and sound business practice.

- Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal or Ecology property are allowable with prior written approval.
- Contributions to a reserve for a self-insurance project approved by Ecology or the federal grantor are allowable *to the extent that the type of coverage, extent of coverage, and the rates and premiums would have been allowed had insurance been purchased to cover the risks*.
- Actual losses that could have been covered by permissible insurance (through an approved self-insurance program or otherwise) are unallowable unless expressly provided for in the agreement. Costs are allowable, however, if they are incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, or if they are minor losses not covered by insurance, such as spoilage, breakage and disappearance of small hand tools that occur in the ordinary course of operations.

Landscaping for erosion control or for site-specific landscaping directly related to a project.

Legal expenses, including the cost of legal expenses required to administer projects are allowable with *prior written approval*.

Light refreshments at meetings or conferences, *when specifically provided by the conditions of the advisory group and when permitted by Ecology Travel Policies*. §§ 15-17. See the Appendix page E-1 for policy text.

Magazine or newspaper subscriptions to the extent that they are included in the overhead rate (see Part III-B, *Direct and Overhead Costs*).

Management studies. The cost of management studies to improve the effectiveness and efficiency of project management for ongoing projects is allowable, except that the cost of studies performed by agencies other than the recipient department or outside consultants is allowable only with *prior written approval*.

Memberships in civic, business, technical and professional organizations, *only to the extent that they are included in the overhead rate*.

Operation and maintenance costs of a facility that are routine or ongoing are allowable only *when specifically provided for in the agreement*.

Overtime compensation, including straight salaries and benefits for employee hours in excess of 40 per week, is allowable only with *prior written approval*

Overtime differential may be allowable only when 100% of an employee's time is spent on tasks specific to the grant project.

Professional services. Costs of professional services rendered by individuals or organizations not a part of the recipient department are allowable *with prior written approval, provided that they are procured pursuant to state law*.

Rental, maintenance and lease-hold improvements to building space and related facilities, in privately or publicly owned buildings used for the benefit of the project, are allowable subject to these conditions:

- The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality;
- When space has been procured for project use, the cost for periods of non-occupancy may not be charged to the project without *prior written approval*;
- Rental costs for publicly owned buildings newly occupied on or after October 1, 1980, are allowable where charges are determined on the basis of actual cost (including depreciation based on the useful life of the building, interest paid or accrued, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere. For Federal grants,

no costs will be included for purchases or construction that were originally financed by the Federal Government;

- The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations and the like, are allowable to the extent they are not otherwise included in rental or other charges for space;
- Rearrangements and alterations required specifically for the project, or those that materially increase the value or useful life of the facilities, are allowable with *prior written approval*;
- Occupancy of space under rental-purchase or a lease with option-to-purchase agreement is allowable with *prior written approval*.

Training and education. The cost of in-service training, customarily provided for employee development, that directly benefits projects is allowable. Out-of-service training involving extended periods of time is allowable only with *prior written approval*.

G. Unallowable Costs

THE FOLLOWING COSTS MAY NOT BE CHARGED TO ANY ECOLOGY PROJECT:

Bad debts, including any losses arising from uncollectible accounts and other claims, and related costs.

Contributions to a contingency reserve, including any funds set aside by the recipient in order to reimburse unanticipated expenses. Such reserves may not be charged to any Ecology project.

Contributions and donations.

Depreciation of facilities or equipment.

Entertainment, including costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities.

Fines and penalties, including costs resulting from violations of, or failure to comply with federal, state and local laws.

General expenses required to carry out the overall responsibilities of state, local or federally-recognized Indian tribal government. This includes Governor's expenses, including salaries and expenses of the Office of the Governor of a state, or the chief executive of a political subdivision. However, for a federally recognized Indian tribal government, only that portion of the salaries and expenses of the office of the chief executive that is a cost of general government is unallowable. The portion of salaries and expenses directly attributable to managing and operating projects by the chief executive

and his staff is allowable. The allowable portion shall be determined by Ecology and the Indian government representative on a reasonable basis.

Interest and other financial costs. Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, are unallowable except when authorized by federal or state legislation.

Legal expenses related to claims against Ecology, and legal services furnished by the chief legal officer of the state, local or Indian tribal government or his/her staff solely for the purpose of discharging his/her general responsibilities as legal officer.

Legislative expenses, including salaries and other expenses of the state legislature or similar local governmental bodies such as county boards, etc., whether incurred for purposes of legislation or executive direction.

Lobbying or expenses related to lobbying.

Maintenance equipment for site and building (lawnmowers, snow removal equipment, shovels, brooms, etc.)

Overtime differential, meaning any excess over the straight salaries and benefits associated with regular employee time, except as noted in conditionally allowable costs.

Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation or otherwise.

Underrecovery of costs incurred during a project, including any excess of cost over Ecology's contribution. No costs which are determined to be ineligible for one project may be charged to another project.

PART IV - FINANCIAL REQUIREMENTS

A. Fiscal Management

Standards for Fiscal Systems

A recipient must expend and account for project funds in accordance with state laws and its own procedures.

Recipient accounting procedures (and those of its contractors) **must**:

- **Provide accurate and complete disclosure** of the financial results of projects in accordance with all financial reporting requirements of the agreement;
- **Identify the source and application of project funds.** Records must contain copies of all agreements and authorizations, obligations, assets, liabilities, expenditures, and income;
- **Provide effective internal control and accountability** for all project cash, real and personal property, and other assets. Recipients must adequately safeguard all such property and assure that it is used solely for authorized purposes;
- **Conform to the budget.** Actual expenditures must be in accordance with budgeted amounts for each agreement. Financial data must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the agreement;
- **Conform with applicable cost principles** detailed in all terms of the agreement; and
- **Maintain appropriate supporting source documentation.** This includes canceled checks, invoices, purchase receipts, payrolls, time and attendance records, contract award documents, and vouchers sent to Ecology.

Standards for Accounting records

Required accounting records include the following or their equivalent:

- **General ledger**, which classifies, records and summarizes all accounting transactions relevant to the project;
- **Accounts receivable ledger**, which records all funds (cash, checks, money orders, etc) received by the recipient; and
- **Accounts payable ledger**, which records all expenditures made by the recipient, including date, warrant or voucher number, payee, and purpose of the payment.

Ecology may review the fiscal systems of any applicant as part of a pre-award review or at any time after the award.

Standards for Recipient's Banks

A recipient shall maintain a separate bank account when required by the agreement. If a separate account is required, the recipient must use a bank that is a member of the Federal Deposit Insurance Corporation for deposits of all project-related funds.

It is a state and national goal to expand opportunities for minority and women-owned business enterprises. Recipients are therefore encouraged to use minority and women-owned banks (as defined by the Office of Minority and Women Owned Business Enterprises).

Standards for Payment

Generally, Ecology funds will be disbursed as reimbursement for costs or obligations incurred. Recipients are expected to make payments to contractors on the same basis.

Ecology shall not make payments for amounts withheld from contractors as retainage. Ecology shall make payments only when the recipient actually incurs costs for payments due to contractors or to escrow accounts established to assure satisfactory completion of work.

B. Project Expenditure Budget Design

General Principles

The choice of tracking by object or task and the number of tasks or objects is between the recipient and the Project Officer. There is a worksheet for budgets tracked by objects and another for budgets tracked by tasks. During budget negotiation the worksheet forms the basis of review by the recipient and the Project Officer. The recipient will be expected to track and report costs incurred to the level of detail established in the grant agreement, reporting cash expenditures and in-kind contributions and identifying them with the appropriate element.

The expenditure budget for a project is established at the time that the agreement is drafted, and is incorporated into the agreement as a condition of the grant or loan. Expenditure budgets establish the costs associated with project objectives and the amount of eligible costs.

Expenditure budgets may contain up to three levels of detail:

- Level 1 = Total project cost;
- Level 2 = Task or object;
- Level 3 = Sub-task (if level 2 is a task)
Sub-object (if level 2 is an object)

Worksheets are included in this section as tools for drafting project expenditure budgets. They are not mandatory; however, they will help recipients consider all aspects of the project budget, and relate accounting structures set up by object to the project objectives (tasks). Most importantly, these worksheets organize budget entities (in-kind, tasks, objects, overhead, etc.) into their proper relationship to each other.

Recipients are expected to conform to the budget. Any deviation from the budget must be approved by the project officer. The Fiscal Office will monitor the budget at Level 2 (the task or object level) and an amendment will be required before the Fiscal Office will make a payment on costs which exceed the budgeted eligible costs at that level.

Expenditure Budget Established by Object

An expenditure budget may be established by object if a project involves only one major objective. For object budgets the following principles apply:

- **Object titles** are to be drawn from the Budget Accounting and Reporting System (BARS) (See BARS listing in appendix).
- **Overhead** is a budget object computed as a percentage of the salaries and benefits applied specifically to the project (see Part III). Overhead is to be a separate line item in the budget.
- **In-kind** is treated as a budget object and listed on a separate line. It may be broken down into sub-objects such as "interlocal costs," "donated goods," etc. Any limitations on the amount of in-kind must be set out in the project budget section of the agreement.
- **Maximum eligible costs** are applied if a ceiling is established on the eligible amount for any object.
- **Contingency allowances:** If permitted in program guidelines, a contingency allowance of eligible costs may be listed as a separate object to permit encumbrance of sufficient funds. This amount is to be used ONLY in extenuating circumstances, and requires Project Officer approval.

WORKSHEET FOR EXPENDITURE BUDGET BY OBJECT

OBJECTS		ELIGIBLE	MAX. ELIG.
NO	NAME	OBJECT COSTS	OBJECT COSTS (IF APPL.)
	Salaries		
	Office Supplies		
	(Other Objects)		
	Overhead		
	In-kind		
Project			

Expenditure Budget Established by Task

Most project budgets are established by task according to the following principles:

- **There must be at least one task**, which may be the project itself.
- **A task may have two or more sub-tasks**, such as individual contracts or any other discrete pieces of the task.
- If the project has more than one fund source and the funds have different eligibility requirements, **there must be at least one task per group of similar eligibility requirements**. (See Project Fund Sources.)
- **Contingency allowances**: When specifically permitted in program guidelines, a contingency allowance may be listed as a separate task to permit encumbrance of sufficient funds. This amount is to be used **ONLY** in extenuating circumstances, and requires Project Officer approval.
- **Bid overruns/change orders**: If the agreement for a construction project is written before the construction contract has been awarded, a bid overrun allowance equal to 10% of the maximum anticipated bid may be included as a sub-task to the task which includes the contract. If the contract was awarded before the agreement was written, a change orders allowance equal to 5% of the contract amount may be included as a sub-task to the contract task.
- **Sales and use tax**: Some programs are permitted by statute to recover the funds paid in sales and use tax. If so, the amount of sales and use tax for a task is to be identified as a sub-task to that task which includes the taxed purchase.
- **In-kind** and **overhead** are not separate tasks or sub-tasks, but their amounts must be included in the total task cost in order to be eligible.
- **An eligibility percentage** may be multiplied by the task cost when only a fixed proportion of the cost is eligible (see also **ELIGIBILITY PERCENTAGE** in Part I-C, Definitions, page 5). Where no eligibility percentage is specified, the default is 100%.

If an eligibility percentage is applied at the task level, that percentage must be applied to all sub-tasks below that task.

- **A maximum eligible cost** may be entered for any task at project officer discretion. This is used whenever there is a ceiling on the amount of a task which may be eligible.

See the following page for a worksheet for an expenditure budget by task.

WORKSHEET FOR EXPENDITURE BUDGET BY TASK

This is a sample worksheet for a budget by task. Enter object names in the columns under the title "direct cash charges by object." List tasks and sub-tasks down the left hand column. Enter cost estimates for each direct cost, overhead or in-kind across the rows. Total subtasks, and then combine sub-task totals into task totals. If applicable, enter eligibility percentages and/or maximum eligible amounts in the shaded area at far right. Transfer the items inside of the bold lines to the agreement budget page.

Task or Sub- Task No.	Task or Sub- Task Title	Direct Cash Charges by Objects				Overhead	In-Kind	Total Sub-Task Cost	Total Task Cost	(if applicable)		
										Eligibility Percentage	Eligible Task Cost	Max. Elig. Task Costs
PROJECT TOTALS								xxxxxxx		xxxxxxx		

Expenditure Budget Summary

Once the detailed project budget is negotiated to the satisfaction of the Project Officer and the recipient, the following information from the worksheet forms the project expenditure budget:

- For each element (task/sub-task/object), the number and title;
- For each element, the total costs, eligibility percentage (if applicable), eligible costs (obtained by multiplying the total costs by the eligibility percentage), maximum eligible costs (if applicable);
- Project title, total project costs, total eligible project costs (if applicable), maximum eligible project costs (if applicable);
- Contingency amount (if any), maximum eligible project costs, including contingency.

The area inside the bold lines is required at a minimum for ALL projects.

Project Title _____					
ELEMENT NUMBERS/TITLES (Tasks/Sub-Tasks or Objects)	TOTAL ELEMENT COST	(Where applicable)			
		ELIGIBILITY PERCENTAGE	ELIGIBLE COSTS	MAXIMUM ELIG. COSTS	
Total Project Cost		XXXXXXXXXX	(Sum of Above)	(Sum of Above)	
Contingency (if applicable)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
MAXIMUM COSTS (sum of previous two rows)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		

C. Project Fund Sources

Establishing Fund Sources

In negotiating the project budget, the Project Officer determines the specific fund sources and the amount of state support. Funding for specific tasks is determined according to the eligibility requirements established by each fund source. For instance, a fund source may prohibit the use of in-kind contributions as match, or a fund source may specify that it may only be used to support certain kinds of activities. This information is generally included in program guidelines.

Establishing Funding Amounts

Funding is established in terms of a Fund Share (%), which is the percent of eligible project costs to be reimbursed by the particular fund. The maximum amount to be paid out of the fund is the Maximum Fund Amount (\$) and is computed by multiplying the eligible costs by the fund share percentage, unless the project officer designates a ceiling on the fund amount which is lower. In such a case, costs will be reimbursed from the fund at the percentage rate designated in the agreement until the ceiling on the fund amount is reached.

This section contains funding worksheets which would be used to establish the source of funding and the relevant match requirements for a project.

Note: the worksheets use budgets established by task. They may be adapted to object budgets by replacing the word "task" with "object."

Costs Supported by the Recipient

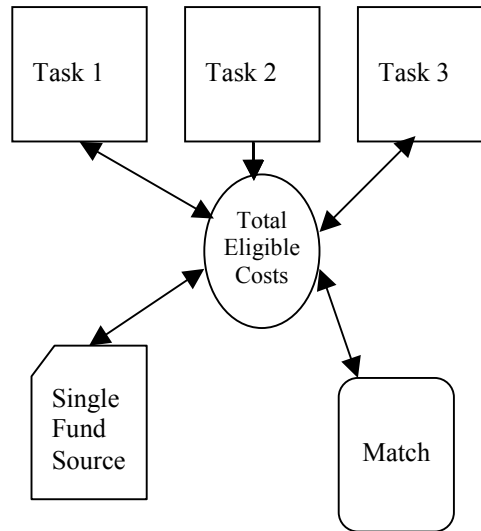
Fund source worksheets establish the source of funding for eligible costs only. Ineligible costs are borne by the recipient, as is the recipient's match share of eligible costs.

Funds with Similar Eligibility Requirements

Most projects are funded according to Funding Worksheet 1 or 2. These worksheets were designed for projects which had one or more fund source and the eligibility requirements for the fund sources were similar.

Worksheet 1 is used when all costs are supported by one fund source or the recipient match, as illustrated in Figure 1 below. Worksheet 2 is used when the costs are prorated among more than one fund source and the recipient match as illustrated in Figure 2.

Figure 1
Single Fund Source



WORKSHEET 1: SINGLE FUND SOURCE

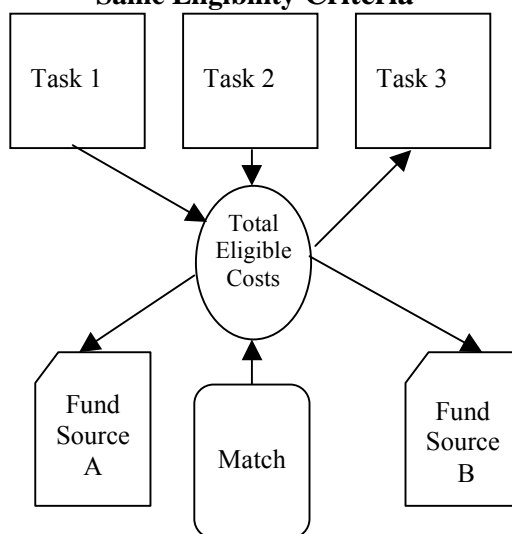
Worksheet 1 is used when the project has a single fund source. In this example, the maximum eligible project costs, as determined in the project expenditure budget, are \$100,000, and the fund share percentage is 75% .

MAXIMUM ELIGIBLE PROJECT COSTS		\$100,000
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT
Fund A	75%	75% of \$100,000 = \$75,000
MATCH	MATCH SHARE (%)	MATCH AMOUNT
In-Kind and/or Cash	at least 25%	at least 25% of \$100,000 = \$25,000

All funding worksheets can be adapted to fund source requirements that there be a cash match. In the following example, the fund source requires that at least half the match, or 12.5% be in cash.

MAXIMUM ELIGIBLE PROJECT COSTS		\$100,000
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT
Fund A	75%	75% of \$100,000 = \$75,000
MATCH	MATCH SHARE (%)	MATCH AMOUNT
In-Kind	at most 12.5%	at most 12.5% of \$100,000 = \$12,500
Cash	at least 12.5%	at least 12.5% of \$100,000 = \$12,500

Figure 2
Multiple Fund Sources,
Same Eligibility Criteria



WORKSHEET 2:
MULTIPLE FUND SOURCES WITH SAME ELIGIBILITY REQUIREMENTS

Worksheet 2 is used when there are two or more fund sources with the same eligibility criteria, so that the state share of costs is prorated among the fund sources. In this example, fund source A is limited by statute to supporting no more than 50% of eligible project costs, and source B is limited by statute to supporting no more than 75%. Within Ecology, the managers of the two funds could agree on any "split" of costs between the two funds and the recipient match accounts for the remaining 30% .

MAXIMUM ELIGIBLE PROJECT COSTS		\$100,000
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT
Fund A	30%	30% of \$100,000 = \$30,000
Fund B	40%	40% of \$100,000 = \$40,000
MATCH	MATCH SHARE (%)	MATCH AMOUNT
Cash and/or In-Kind	at least 30%	at least 30% of \$100,000 = \$30,000

This worksheet could be used for projects funded by federal and state money or by more than one program or fund. It could also be expanded to accommodate more than two fund sources. The match section could be divided into separate sections for cash and in-kind if there was a cash match requirement (see the second example of Worksheet 1).

Funds with Different Eligibility Requirements

When a project has more than one fund source, and the fund sources have different eligibility requirements, the costs which are eligible for support from each fund source must be tracked separately. This occurs whenever:

- Some costs are eligible for support by one fund source, but not by another (e.g., one source supports planning, the other implementation).
- The match requirements for some costs are different than for others (e.g. one fund source permits the use of in-kind as match for costs which it can support, while the other fund source does not; or, one fund source has a cash match requirement, while the other does not).
- The fund source is the same, but the agreement crosses biennia and the costs incurred in one biennium must be tracked separately from the costs incurred in the next biennium. Then the first fiscal year allocation may be considered a separate fund source from the subsequent fiscal year allocation.

In such cases, all costs which are eligible for support from the same fund source must be grouped into an Eligibility Group and the fund source, fund share and match requirements for each group must be identified.

Worksheet 3 is used when each eligibility group is supported by ONE fund source, and two or more groups are combined in one agreement (figure 3, following page). For instance, Fund A may support only groundwater management tasks and Fund B may support only hazardous waste planning activities. Or, Fund A may permit in-kind contributions while Fund B requires that all of the match be in cash.

Worksheet 4 is used when the costs for one eligibility group are prorated among fund sources (figure 4, following page). For instance; Fund A may support only planning and implementation costs, while Fund B may support implementation and operation costs. In such a case, the implementation costs could be prorated among the fund sources, while the planning and operation costs would need to be identified clearly with the respective funds.

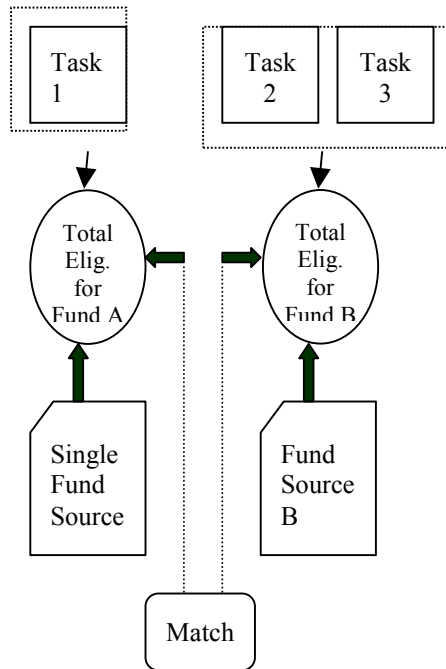
Each worksheet could be expanded to accommodate more than two fund sources, and the match section can accommodate separate cash and in-kind requirements for each fund source.

NOTE THAT ANY TIME THERE ARE MULTIPLE FUND SOURCES, THERE IS NO "GRANT PERCENTAGE" STIPULATED, BUT THE SHARE AND AMOUNT FOR EACH FUND SOURCE IS SPECIFIED IN THE BUDGET SECTION OF THE AGREEMENT.

An amendment is required to redistribute element costs within groups. A formal amendment is required whenever the amount of funding required from any one fund source is increased.

Figure 3
Different Eligibility
Requirements for Each Fund

No Task Costs Pro-rated
Among Funds



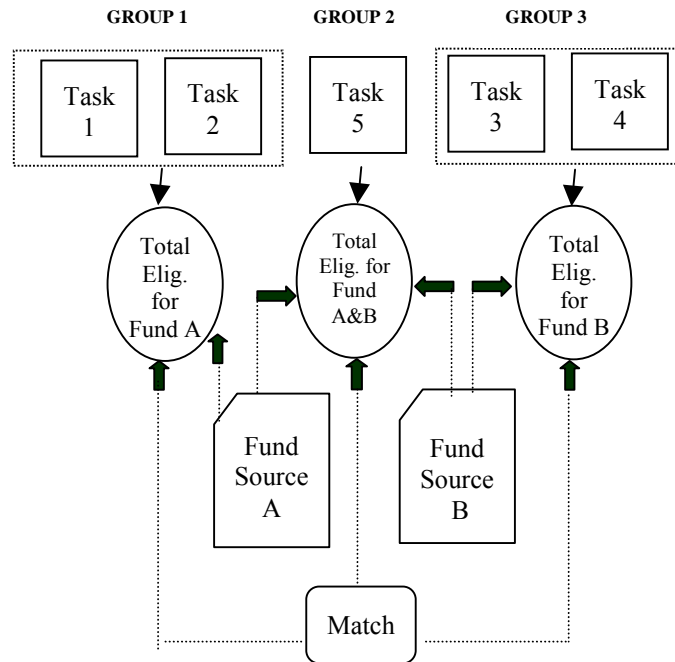
WORKSHEET 3: MULTIPLE FUND SOURCE, DIFFERENT ELIGIBILITY REQUIREMENTS

In this example, Task 1 is "Planning," Tasks 2 and 3 are "Implementation" and "Operation. " Task 1 would be assigned to group 1, since Fund A only supports planning costs. Tasks 2 and 3 would be assigned to group 2, since Fund B may be used for those activities. In this example, source B requires that 50% of the match be in cash, while A has no cash match requirement.

ELIGIBILITY GROUP		Group 1:	Group 2:	Project
TASKS INCLUDED IN EACH GROUP		Task 1	Tasks 2 and 3	
MAXIMUM ELIGIBLE COSTS		\$20,000	\$80,000	\$100,000
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT		
Fund A	50%	5% x 20,000 = \$10,000		\$10,000
Fund B	75%		75% x 80,000 = \$60,000	\$60,000
MATCH	MATCH SHARE (%)	MATCH AMOUNT		
Cash and/or In-Kind Match to A	at least 50%	5% x 20,000 = \$10,000		\$10,000
Cash Match to B	at least 12.5%		12.5% x 80,000 = \$10,000	\$10,000
In-Kind Match to B	at most 12.5%		12.5% x 80,000 = \$10,000	\$10,000

Figure 4
Different Eligibility
Requirements for Each Fund

Some Task Costs Pro-rated
Among Funds



WORKSHEET 4:
MULTIPLE FUND SOURCES, DIFFERENT ELIGIBILITY
REQUIREMENTS, SOME COSTS PRORATED AMONG THE FUND SOURCES

Worksheet 4 is similar to Worksheet 3 in that it is used whenever the fund sources have different eligibility requirements (i.e. some tasks are eligible for funding from only one or the other.) However, worksheet 4 also accommodates situations when the costs in one eligibility group are eligible for funding from both sources, so that the state share of the costs of some tasks are prorated among the two sources.

In this example, Tasks 1 and 2 are both eligible for funding from fund A and are assigned to group 1; group 2 consists of Tasks 3 and 4, funded by fund B only, and group 3 (task 5) is identified separately since it is supported by both fund sources.

ELIGIBILITY GROUP		Group 1	Group 2		Group 3	Project
TASKS IN GROUP		Tasks 1 & 2	Tasks 3 & 4		Task 5	
MAXIMUM ELIGIBLE COSTS FOR GROUP		\$20,000	\$60,000	(PRORATE to FUNDS)	\$20,000	\$100,000
FUND NAME	FUND SHARE (%)	MAXIMUM FUND AMOUNT				TOTAL BY FUND
Fund A	50%	5% x 20,000 = \$10,000		45%	45% x 20,000 = \$9,000	\$19,000
Fund B	75%		75% x 60,000 = \$45,000	30%	30% x 20,000 = \$6,000	\$51,000
MATCH	MATCH SHARE (%)	MATCH AMOUNT				TOTAL MATCH
Cash and/or In-Kind Match to A	at least 50%	5% x 20,000 = \$10,000				
Cash and/or In-Kind Match B	at least 25%		25% x 60,000 = \$15,000	at least 25%	25% x 20,000 = \$5,000	\$30,000

D. Budget Section of the Agreement

After the budget is negotiated, the project budget is drafted. The budget section of the agreement provides all of the financial information required by the recipient, Project Officer, auditor and fiscal staff. It is to contain the following information:

- **Expenditure budget**
- **Fund sources** showing maximum shares and amounts from each fund source.
- **Any restrictions on force account, in-kind contributions, etc.**
- **The type of amendment required for budget revision.** A formal amendment is required to increase funding from any source, while a letter amendment may be used to shift funds among elements. A project officer may require that a formal amendment be done for any revisions.

Sample budget sections may be found in the appendix. (pg. A-1)

E. Payment Requests

Submitting Payment Requests

Unless stated otherwise in the grant agreement, recipients must submit payment requests at least quarterly, but no more often than once per month. Recipients are to report all allowable costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match.

In completing payment requests, recipients must use the reporting formats outlined in this section. The department may return payment requests that do not conform to these requirements for resubmittal in the correct format. These procedures were developed to:

- Standardize and simplify the payment process;
- Help recipients estimate payments and reconcile their books with Ecology's. The formula used in computing the payment due is described in detail on FORM B1/B2;
- Track cash AND in-kind expenditures by task or by object;
- Conform with statutes, regulations and generally accepted accounting principles regarding project documentation.

In most cases, the recipient's own spreadsheet will be accepted in place of the standard forms, as long as all required information is presented in the format as it would be on the standard forms.

Final Payment Requests

Final payment requests are due within forty-five (45) days of grant expiration.

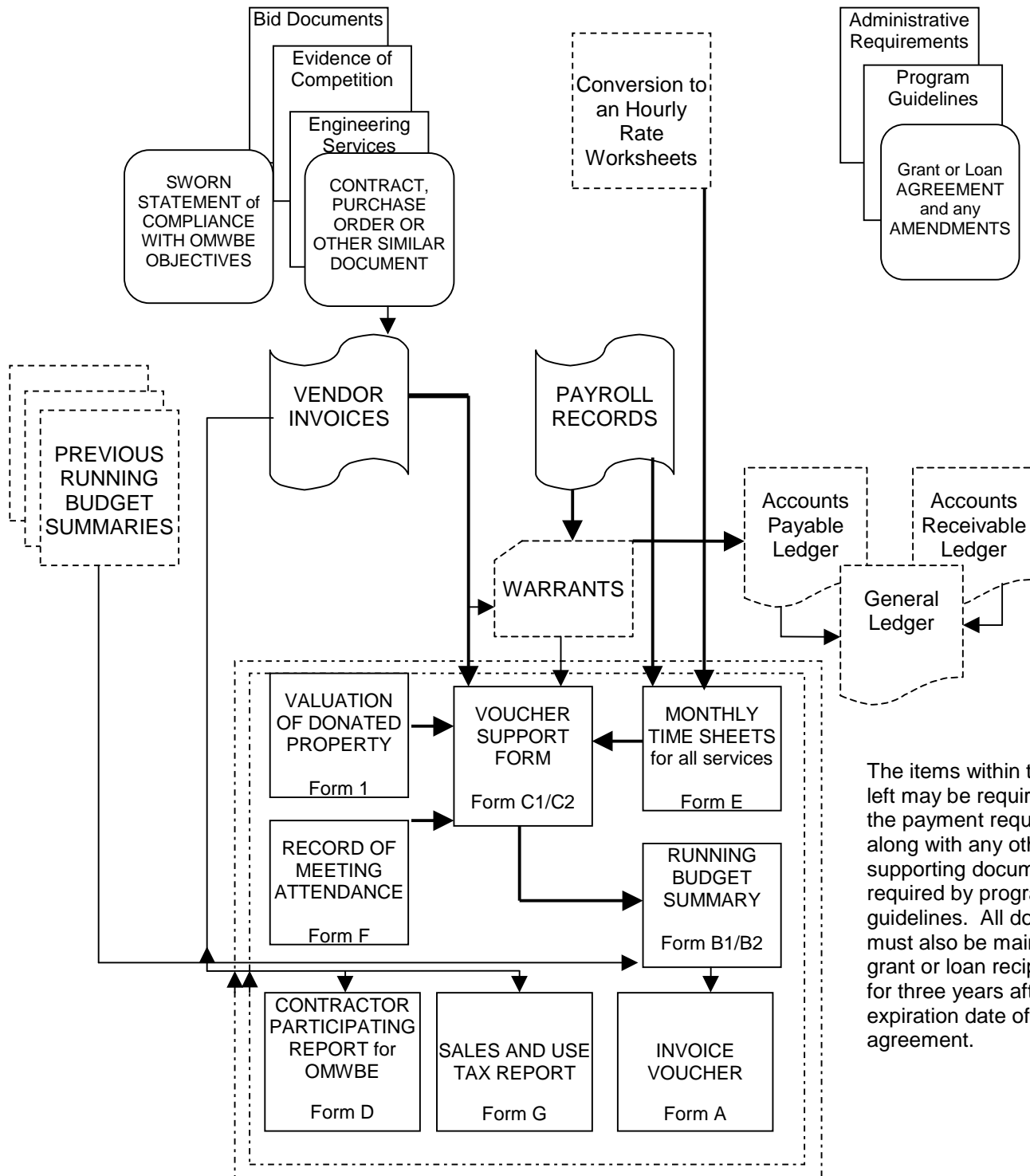
Supporting Documentation

Recipients are to submit all required supporting documentation with each payment request. Forms A, B1 or B2, and C1 or C2 are required at a minimum for all projects. Other supporting documentation included in the following schematic may be required according to program guidelines. The forms included within the dotted box are explained in detail in this section.

GRANT/LOAN DOCUMENTATION REQUIREMENTS

This flow chart details standard financial reporting and documentation requirements for all Ecology grants and loans.

Programmatic reporting and documentation requirements are detailed in specific program guidelines.



The items within the box at left may be required with the payment request, along with any other supporting documentation required by program guidelines. All documents must also be maintained in grant or loan recipient files for three years after the expiration date of the agreement.

The following pages contain a description of all forms used in documentation of costs. Blank samples of each form may be found in Appendix F. Sample payment requests, including completed samples of appropriate forms, may be found in Appendix A.

Reporting Project Costs - Form C1/C2 Voucher Support

The Voucher Support Form (Form C1 or Form C2) is the backbone of the payment request process, relating each cost to the appropriate task.

Form C1 is used to report in-kind contributions (including interlocal costs) and cash expenditures on projects which allow in-kind.

Form C2 is used for cash only projects.

Recipients must submit a separate page for each element (task, sub-task or object) OR subtotal each element on the form. Total cash and in-kind contributions (if any) per element for the current payment request are then transferred to form B1/B2 to compute the eligible cumulative costs and the amount of the grant or loan.

Recipients may adapt this form to a computer spreadsheet, and submit the printout from the spreadsheet provided that all columns and rows are organized in the same manner as Form C1/C2.

Computing Eligible Costs and Ecology's Share - Form B1/B2 Running Budget Summary

Form B1/B2 is used to compute the cumulative costs which are eligible and the extent of state support for the project to date.

Form B1 is used for projects on which in-kind contributions are eligible.

Form B2 is for cash only projects.

In establishing grant and loan funding, costs are grouped by similar eligibility criteria. Most grants or loans - in particular those funded according to Worksheets 1 or 2 (Part IV, Section C, Project Fund Sources) have similar eligibility requirements for all costs. For such grants, only one Form B1/B2 must be prepared. For grants funded according to worksheet 3 or 4, (Part IV, Section C, Project Fund Sources) or whenever funding sources have different eligibility requirements, a separate Form B1/B2 must be prepared for EACH group of eligibility requirements. The eligibility groups are identified in the project budget section of the agreement. (See Part IV, Section C, Funds with Different Eligibility Requirements.)

Form B1/B2 may be replaced by the printout from a spreadsheet program, provided that all required information is arranged in the same format as the sample.

In completing Form B1/B2, recipients are to follow the instructions on the form. This will ensure that the payment computation is done correctly.

Payments will be computed according to the following principles:

- The grant will be reconciled at each billing. This means that payments will be based on cumulative costs (total costs to date), and the amount paid to date will be subtracted from the cumulative amount due to obtain the payment due.
- The cumulative total costs in each monitored element will be compared with the budget for that element. "Maximum eligible cumulative costs based on the budget" will be the sum of element costs to date to the extent that the element costs to date do not exceed the element budget.
- If in-kind is eligible, the cumulative cash expenditures will be compared with the cumulative total element costs. If the ratio of cash expenditures to total costs is less than the sum of the fund shares (the percentage of cumulative total costs which must be cash), the excess in-kind will not be included in the eligible costs. "Maximum eligible cumulative costs based on total match requirements" will consist of the cash expenditures plus the in-kind which is not excess.
- If there is a cash match requirement, the cumulative cash expenditures and cumulative interlocal costs (if permitted) will be compared with the cumulative total element costs. If the ratio of cash and interlocal costs to total costs is less than the total required cash percentage, the excess in-kind will not be included in the eligible costs. "Maximum eligible cumulative costs based on cash match requirement" will consist of the cumulative cash expenditures plus the cumulative interlocal costs plus any in-kind which is not excess.
- The Eligible Cumulative Costs will be the smaller of the "Maximum Eligible Cumulative Costs based on the Budget, the Cash Match Requirements and the Total Match Requirements" described above. This ensures compliance with all financial limitations.
- The Eligible Cumulative Costs will be multiplied by the fund share for each fund which supports those costs and the result will form the fund amount. If there is more than one Form B1/B2 per payment request, summing the fund amounts obtained on each Form B1/B2 will give the cumulative amount requested to be entered on Form A.

Payment Due - Form A - Invoice Voucher

This form relates the amount of the current request to total previous payments in order to compare with maximum grant or loan amounts. This is the "cover sheet" of the billing, and is required by state regulations. Recipients should complete form A only after completing forms B1/B2 and C1/C2. To complete form A, recipients are to follow the instructions on the back of the form. Note that no reimbursement will be made for costs incurred before the effective date or after the expiration date.

Recipients are to enter the name of each Ecology fund source which supports project costs in one of the columns. If there is only one fund source, the first column would be the only column used.

Contractor Participation Report - Form D

The Contractor Participation Report is required in order to provide information for OMWBE. It must accompany any payment request which includes payments to any contractor. Recipients must list any contractors to which payment was made in the current payment request, even those which are not minority- or women-owned. Recipients should follow the instructions on the form to determine if sub-contractors must be reported.

Reporting Paid and Volunteer Hours - Form E

Unless the recipient has their own time sheet which provides the required information, this form must be completed by each individual who provides services to the project. This includes recipient employees, volunteers and employees of a third party.

The individual is required to complete the section at the top of the form, enter the number of hours of service to the project provided each day of the month, total each row, and certify the form by signature at the bottom.

After verifying the information, the recipient must multiply the total hours in each row by the hourly rate (NOTE: for adult volunteer services, the hourly rate is \$12.50; See pg. 30) and enter the total charge in each row on the form C1/C2 for the appropriate budget element. Signature of the individual's supervisor is also required.

Reporting Meeting Attendance - Form F

This form is required for all meetings where volunteer hours are claimed as in-kind contributions. Recipients are to ensure that each individual signs the form. The recipient must then total the hours, multiply the total hours by \$12.50 to obtain the total in-kind contribution for the meeting, and enter the total contribution on form C1/C2 under the appropriate budget element.

Reporting Sales and Use Tax - Form G

This form is used whenever the program guidelines permit credit to the fund source for sales and use taxes paid.

Converting Salaries to an Hourly Rate - Form H

This form is used to convert salaries to hourly wages. It is not required to be submitted with each payment request, but may be used as a worksheet.

Valuation of Donated Property - Form I

When no invoice is provided by the contributor, this form is used to document the value of donated supplies, donated property, and loaned equipment or space. It may be required by program guidelines as back-up documentation for an in-kind contribution of property. In-kind contributions of services are documented on a Monthly Time Sheet.

F. Ensuring Budget Conformance

Project Officer Review

The Project Officer will review each billing for accuracy and completeness and will verify that all costs are billed to the correct budget element. If the Project Officer determines that a cost is not eligible (in whole or in part) s/he will indicate the correct amount eligible on form C1/C2, and that amount will be used in computing the total eligible project costs.

Fiscal Office Review

The Fiscal Office will review all computations for accuracy and will make any necessary corrections. The Fiscal Office will monitor expenditures for conformance with the budget at level 2 and will not make payment on any excess costs at that level without an amendment from the Project Officer. Nor will the Fiscal Office make payments on any excess costs at level 3 which have been disallowed by the Project Officer.

Budget Revisions

If the Project Officer determines that a revision is warranted, s/he must complete a letter amendment, detailing the authorized revisions, and must send copies of the amendment to the recipient and the Fiscal Office.

The amendment must be in the same format as the original budget. No elements in which payments have already been made may be eliminated from the revised budget, nor may the revised budget or fund source shares be less than the amounts already paid in those elements or from those fund sources.

To change the budget, the recipient must obtain approval from the Project Officer. To increase the maximum grant or loan amount, the recipient must request a formal amendment, which will be drawn up at Project Officer discretion.

G. Project Income

Definition of Project Income

Project income means income which is received by the recipient and directly generated by a project or earned only as a result of the project during the agreement period. Project income includes income from:

- Fees for services performed;
- The use or rental of real or personal property acquired with project funds;
- The sale of commodities or items fabricated under an agreement;
- Payments of principal and interest on loans made with project funds;
- Income from royalties and/or license fees for copyrighted material, patents or inventions developed by a recipient, if specifically identified as such in the terms of the agreement.

Unless specifically identified as project income in the terms of the agreement, project income does not include:

- Interest on project funds, rebates, credits, discounts, refunds, etc. and interest earned on any of them;
- Taxes, special assessments, levies, fines, and other such revenues raised by a recipient;
- Proceeds from the sale of real property or equipment, when handled in accordance with the requirements of Part V-B. Property Management.

Computing Project Income

Recipients are encouraged to earn income to defray program costs.

Project income shall generally be deducted from total eligible costs to determine the maximum eligible costs. For instance, if eligible costs of \$5000 are reported in a payment request, and the recipient has received \$200 in use allowances for equipment purchased under the grant, the net eligible costs would be \$4800. The amount of the project income should be listed on the Voucher Support Form as a credit to the appropriate task.

The fund share (%) is applied to the net costs after deducting the project income to compute reimbursement.

When authorized in program guidelines, project income may be used as match (e.g. where a recipient takes out a loan to meet its match requirements, and uses project proceeds to repay the loan). The amount of state support remains the same.

There are no Federal or state requirements governing the disposition of project income earned after the expiration of the agreement. Such income will be disposed of according to the terms of the agreement.

H. Cash Flow Projections

In order to ensure that funding is available to cover the needs of all recipients in a timely manner, Project Officers may periodically request that recipients provide estimates of their cash flow requirements on a Cash Flow Projections form. Cash flow projections should provide the recipient's best estimate of future payment requests by fund and by month. This information is relayed to the Ecology Budget section on a quarterly basis by project officers.

Cash flow projections are used by the State Treasurer's Office, the Office of Financial Management and Ecology. Ecology manages a multi-million dollar capital budget. The primary purpose of the projections is to permit the State Treasurer to track the cash position of all treasury and trust funds, both for investment purposes and to account for interest and principal payments on all state bonded indebtedness.

Based on the cash flow projections, Ecology provides quarterly cash disbursement estimates to the Office of Financial Management (OFM). OFM is required by law to ensure that no agency overspends its budget authority and that projected cash disbursements do not exceed available cash. Cash flow projections help OFM effectively carry out this responsibility.

Ecology also uses cash flow projections to prepare its biennial capital budget, and to provide ongoing information to the Legislative Budget Committee, the Legislative Evaluation and Accountability Program and OFM, all of whom conduct policy research and analysis and long-range planning research on the funds which support Ecology's capital budget.

A sample **cash flow projection** form follows. A blank sample is in Appendix F.

Use one form per fund

Prepared By: _____ Signature: _____

Cumulative Amount Requested (if any)		\$63,000.00
(1) YEAR	(2) MONTH in which payment request is anticipated	(3) ESTIMATED AMOUNT of payment request
96	1	\$41,770.00
96	4	\$70,000.00
96	7	\$114,000.00
96	10	\$208,000.00
97	1	\$128,000.00
97	4	\$109,000.00
97	7	\$72,000.00
	TOTAL	\$742,770.00

PART V - CONTRACTS, PROPERTY AND RECORDS

A. Contracting for Goods and Services

NOTE: The requirements in this section include a summary of statutory requirements. This summary is intended to provide recipients with an overview of contracting requirements only. Where these requirements do not conform to statute or regulation, the statute or regulation will apply. Recipients are referred to their procurement departments for further information.

General Practices

A recipient may contract to buy goods or services related to the project. In such cases, the recipient is required to follow procedures that ensure fair and open competition.

Recipients will be required to provide written certification that they have followed their standard procurement procedures and/or applicable state law in awarding contracts; recipients with no formal procurement procedures will be required to certify that they have complied with the standards outlined below as well as applicable state law. Recipients receiving funds from federal sources must also observe applicable federal laws and regulations.

Any costs incurred as a result of procurement practices not in compliance with these or the recipient's normal procedures may be disallowed at Project Officer discretion.

In awarding and administering contracts, recipients are to:

■ **Use sound business judgement**

A recipient is to use sound business judgement and fair administrative procedures in procuring goods and services. This applies to invitations to bid, requests for proposals, solicitation of contractors or vendors, and awards of contracts or purchase agreements.

■ **Select responsible contractors**

Recipients are to make awards only to responsible contractors with the ability to perform successfully under the terms of the agreement. Recipients are to consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

■ **Ensure contractor compliance**

Contractors are to adhere to the same terms and conditions as the recipient. The recipient is to ensure that contractors comply with all applicable federal, state and local laws and regulations related to discrimination, labor and job safety, and environmental protection, and that contractors perform in accordance with the terms and conditions of their agreements. Where deviation from those terms is permitted by

the recipient, the responsibility for any extra costs will be borne by the recipient and will not qualify as match.

■ **Provide a written contract document**

Contracts must be written, enforceable and legally sound, and must include appropriate general conditions.

■ **Maintain standards of ethical conduct**

Recipients are to maintain a code of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the recipient shall participate in the award or administration of a contract under a grant or loan if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent,
- Any member of his or her immediate family,
- His or her partner, or
- An organization that employs, or is about to employ, any of the above

has a financial or other interest in the firm selected.

The recipient's officers, employees, or agents must not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or other parties to contracts. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, the recipient's code of conduct will provide for penalties, sanctions, or other disciplinary actions for violations by its employees or agents, or by its contractor's employees or agents.

■ **Analyze purchases for cost-effectiveness**

Recipients are to avoid purchase of unnecessary or duplicate items, and are to consolidate or break out purchases as appropriate to obtain a more economical price. Where applicable, the recipient is to analyze lease versus purchase alternatives in determining the most economical approach.

To foster greater economy and efficiency, recipients are encouraged to enter into local intergovernmental agreements for procurement or use of common goods and services.

■ **Use state or federal surplus property when possible**

Recipients are encouraged to use federal or state excess and/or surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

■ **Resolve disputes promptly and fairly**

Recipients are responsible for the fair and just settlement of all contractual and

administrative issues related to contracts for goods and services. Such issues include, but are not limited to, source evaluation, protests, disputes, and claims. This does not imply that the recipient is to be relieved of any contractual responsibilities under its contracts.

Ecology will not substitute its judgment for that of the recipient unless the matter is primarily an Ecology concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Recipients must have protest procedures for handling disputes relating to contracts and will disclose all information regarding protests to Ecology. A protestor must exhaust all administrative remedies with the recipient before pursuing a protest with Ecology. Ecology will limit its review of protests to violations of state law, regulations or the standards set forth in this document, and violations of the recipient's protest procedures in its failure to review a complaint. Ecology will refer all other protests to the recipient.

Minority and Women Owned Business Enterprises.

The Office of Minority and Women Owned Business Enterprises (OMWBE) has established goals for the participation of minority- and women-owned businesses in procurements made with Ecology funds. In accordance with the provisions of I-200, meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the recipient and all prospective bidders or persons submitting qualifications must take the affirmative steps set forth in the grant agreement, in any procurement.

Recipients may use their MWBE goals when they are greater than the goals specified in the grant agreement.

Any Ecology funds passed through grant or loan recipients to reimburse private entities are subject to OMWBE goals. The grant or loan agreement will specify the OMWBE goals relevant to the project. As a condition of the award, the recipient is to certify, by execution of the grant agreement that it will ensure compliance with the affirmative steps set forth in the grant agreement. In addition, any contract awarded under a grant or loan must specify the percentage of total dollars, if any, awarded to a qualified MWBE.

Soliciting Contractors for Public Works

Public works include all construction other than ordinary maintenance funded, in whole or in part, by state funds. Recipients are required by law to follow state statutes in procuring and administering contracts for public works. This section, together with the Standards for Competitive Solicitation below, sets out only a general overview of requirements for public works contracts. Recipients are referred to their own procurement procedures and to applicable state law for full and current requirements.

Applicable statutes include:

Chapter 35.01 RCW	<u>City Classifications</u>
Chapter 35.22 RCW	<u>First Class Cities, Public Works Procurement</u>
Chapter 35.23 RCW	<u>Second and Third Class Cities, Public Works Procurement</u>
Chapter 39.04 RCW	<u>Public Works</u>
Chapter 39.08 RCW	<u>Contractor's Bond</u>
Chapter 70.150 RCW	<u>Water Pollution Control Facilities</u>
Chapter 35.21 RCW	<u>Solid Waste Handling Facilities: Contracts for Vendors (Cities)</u>
Chapter 36.59 RCW	<u>Solid Waste Handling Facilities: Contracts for Vendors (Counties)</u>

Total cost

The total cost of a public works contract is defined as the cost (including applicable sales tax) of materials, supplies, equipment and labor on all phases of the project. Recipients are referred to Chapter 84.04 RCW for specific exemptions to the application of sales tax.

Soliciting bids from advertisements

Most public works contracts must be procured after advertising for sealed bids. The requirement for soliciting bids depends on the total cost of the project and the class of the municipality. Recipients are referred to Chapter 35.01 RCW for current definitions of classes of municipalities, and to 35.22.620 and 35.23.352 RCW for restrictions on the use of force account work.

Soliciting bids from bidder's lists

For public works with a total cost of less than \$100,000, bids may be solicited from contractors on a pre-established small works roster. The number and kind of contractors from whom a bid must be solicited is established in 35.22.620 and 35.23.352 RCW according to the class of municipality. The award must be made to the contractor submitting the lowest responsive and responsible bid.

Bid bond

Generally, a bid bond of not less than 5% must accompany the proposal. After award, bonds must be returned to all bidders, except that of the successful bidder. That deposit must be retained until a contract is entered into and a bond to perform the work furnished. If the bidder fails to enter into the contract in accordance with his or her bid and furnish a performance bond within ten days of notification of the successful bid, the amount of the bid bond is forfeited to the buyer.

Bid contents

At a minimum, the bid is expected to include the name and license number of the contractor, the name and description of the project, a project budget and performance schedule, any applicable specifications required by the program, and the bidder's acknowledgement that s/he is familiar with the project and has received any and all information relevant to the project.

Selecting the successful bidder

Bids must be opened and read (usually publicly) as prescribed by local ordinance. Generally no negotiation with bidders is permitted after the bids are opened; all bids must

be rejected or the bid awarded to the lowest responsive and responsible bidder. The determination of the lowest responsible bidder is left to the discretion of the recipient, but any decision to award the contract to any but the lowest bidder must be documented and supportable. Ecology approval may be required for award or rejection of any bid.

Awarding contracts

The successful bidder is to be notified promptly by mail and informed concerning the time period required to execute the contract and obtain the performance bond.

Performance or contract bond

RCW 39.08.010 requires that a public works contractor post a performance bond (generally 100% of the contract price.) The bond is intended to ensure that the contractor faithfully performs all provisions of the contract and pays all suppliers, laborers and subcontractors for goods and services provided.

Administering contracts

Contractors are generally reimbursed for actual costs incurred on a monthly basis, less any retainage stated in contract documents. Recipients are referred to 60.28.010 RCW for regulations governing administration of the retainage account. When the project is completed, the recipient must notify the Department of Revenue, including with the notice the affidavits of wages paid submitted by all contractors and sub-contractors. No payment may be made from retained funds until the Department of Revenue certifies that all taxes have been paid and no claims from suppliers of goods or services exist, and until a period of 30 days has elapsed following unconditional acceptance of the project.

Change orders

Change orders should be made with caution, since excessive change orders without new bids may be challenged as evasions of the bid law. Change orders are permitted without invalidating the contract if the changes increase or decrease the amount due the contractor or alter the performance schedule. All change orders must be approved by Ecology.

Maintenance bond

Contractors may be required to post a maintenance bond for a specified period, intended to guarantee the material, workmanship, quality and durability of the project.

Soliciting Contractors for Personal Services Contracts

Recipients will award contracts for personal services in a way that provides fair and open competition, and will be required to certify that they have followed their standard procurement procedures and applicable state law in awarding any personal service contracts.

Recipients with no formal procurement procedures will be required to certify that they have complied with the Standards for Competitive Solicitation Procedures outlined below for any personal services contracts over \$5000 (see also Chapter 39.29 RCW). In addition, such recipients must obtain any personal services contracts over \$20,000 by means of a formal bid process.

Soliciting Contractors for Architectural and Engineering Services

Recipients will award contracts for architectural and engineering (a&e) services in a way that provides fair and open competition, and will be required to certify that they have followed their standard procurement procedures and applicable state law in making such awards.

Recipients with no formal procurement procedures will be required to certify that they have complied with the Standards for Competitive Solicitation Procedures outlined below. Recipients shall also comply with the provisions of Chapter 39.80 RCW, which provides that, except in an emergency, all architectural and engineering services shall be procured by a competitive solicitation. The competitive solicitation must select the most qualified applicant without consideration of price.

Soliciting Vendors for Purchased Goods and Services

Recipients will obtain purchased goods and services in a way that provides fair and open competition. Purchased goods and services include any materials, equipment, supplies or services offered for sale by a supplier which are not personal services or architectural and engineering services.

Recipients will be required to certify that they have followed their standard procurement procedures in procuring purchased goods and services. Recipients with no formal procurement procedures will be required to certify that they have complied with the Standards for Competitive Solicitation outlined below and have solicited procurements over \$7500 by means of a formal sealed bid (see Chapter 236-48 WAC).

Standards for Competitive Solicitations

In the conduct of a competitive solicitation, whether for supplies and materials or personal services, recipients shall conform to the following general standards:

- **Publicize all requests for bids or proposals, identifying all evaluation factors and their relative importance.** Recipients will ensure that any solicitation incorporates a clear and accurate description of the technical requirements for the goods or services. The description may include a statement of qualitative nature and any minimum essential standards to which the goods or services must conform in order to achieve the project purpose. Descriptions should avoid detailed product description but, when necessary, a "brand name or equal" description may be used as a means to define the performance or other salient requirements. In such cases, the specific features of the named brand which must be met must be clearly stated.

Any solicitation must also identify all requirements which the potential contractors must fulfill, and all other factors to be used in evaluating responses.

- **Provide a period of adequate length** to reasonably permit contractors to prepare a response;
- **Solicit responses from an adequate number of qualified sources** (usually at least three);
- **Document the procedure used in evaluating the responses** and in making the final selection;
- **Select the contractor whose response is most advantageous** to the project considering price and other relevant evaluation criteria. Such criteria include, but are not limited to:
 - The price and the effect of any applicable discounts, rebates or tax returns (NOTE: For architectural and engineering services the consideration of price is prohibited);
 - The quality of the articles proposed to be supplied, their conformity with the specifications and the purposes for which they are required;
 - The ability, capacity or skill of the respondent to perform the contract or provide the goods or services required;
 - The character, integrity, reputation, judgement, experience and efficiency of the respondent;
 - The quality of performance on previous contracts;
 - Servicing resources, capability and capacity;
 - Lack of uniformity or interchangeability, if such factors are important;
 - Energy efficiency of the product as projected throughout its anticipated useful life;
 - Effect of reciprocity assessments, MWBE or other preferences defined by statute; and
 - Such other information as may be secured having a bearing on the decision to award the contract.

Any or all responses may be rejected when it is in the recipient's interest to do so, provided such rejections are in accordance with applicable law and regulations. Rejection of responses may require Ecology approval.

- **Publicize any amendment of the solicitation, change in response periods**, and any other information relevant to potential respondents;

- **Maintain bidders lists that are current and open to competition.** Recipients are to ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current, and include enough qualified sources to ensure maximum open and free competition. Also, recipients will not preclude potential bidders from qualifying during the solicitation period.

Recipients will not:

- **Place unreasonable requirements** on firms in order for them to qualify to do business;
- **Require unnecessary experience** and/or excessive bonding;
- **Use noncompetitive pricing practices** between firms or between affiliated companies;
- **Make awards to consultants placed on retainer without competition** either at the time of award or the time that they were retained;
- **Establish organizational conflicts of interest;**
- **Take any arbitrary action in the procurement process.**

Ecology Approval of Solicitations, Bids, Proposals, Awards and Amendments

The recipient may be required to submit all bid documents or proposals to the project officer for written approval before soliciting responses, awarding any contracts or rejecting bids.

The recipient may also be required to obtain written project officer approval before making any amendment that changes the scope of a contract or increases the contract amount.

Cost Basis of Contract

No contracts may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for any contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Recipients are to negotiate profit as a separate element of the price for any cost-reimbursement contract. To establish a fair and reasonable profit, consideration may be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work.

Contract Provisions

All contracts or purchase orders shall be written. Oral contracts are not permitted. The contract or purchase order must contain provisions to define a sound and complete agreement. Additional requirements include but are not limited to:

- **Name and address of the contractor/vendor, effective and expiration dates** (for contracts), Scope of Work and Maximum Cost;
- **Administrative, contractual or legal remedies** in instances where contractors violate or breach contract terms, as well as such sanctions and penalties as may be appropriate;
- **Suitable provisions for termination** by the State of Washington or the recipient, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default;
- **Retention of all required records for three years after Ecology makes final payments and all other pending matters are closed and access to such records by the state;**
- **Equal opportunity employment and non-discrimination;**
- **Notice of Ecology reporting requirements;**
- **Notice of Ecology patent rights and copyrights** with respect to any discovery, invention, or rights in data that arises or is developed in the course of or under the contract;
- **Mandatory standards and policies relating to energy efficiency** that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);
- **Designation of Ecology as an express third-party beneficiary;**
- **Compliance with the provisions of 40 U.S.C. 276a-276a-5 (Davis-Bacon)** and state Prevailing Wage Laws (RCW 39.12), as appropriate.

Documentation

The recipient must keep supporting documentation relevant to all procurements, and must make it available for review by Ecology on request.

For all contracts and purchase orders, the recipient will establish a file to contain all of the following:

- Complete copy of the purchase order or contract (and any amendments);
- Copy of the Project Officer's approval, if any, of the award and any amendments;
- Invoices and records of payments by recipient;
- If the goods or services were not competitively procured, the justification and written approval from the Project Officer, if applicable;
- For any procurement made through a competitive solicitation:
 - Names, addresses, telephone numbers and business names of all candidates contacted;
 - Method of contact (copy of advertisement or bidder's list);
 - What the bidders were told (specifications of the invitation to bid or request for proposals);
 - Bidder's responses;
 - Name of successful contractor or vendor and written justification for selection.

B. Property Management

General Principles

Throughout this section, the following definitions apply:

Equipment means tangible, nonexpendable, personal property having a useful life of more than one year, and an acquisition cost of at least \$5,000 per functional unit or system.

Personal property means property of any kind except real property. It may be tangible (having physical existence) or intangible (such as patents, inventions, and copyrights.)

Real property means land, including land improvements, structures, and appurtenances to them, excluding movable machinery and equipment.

Supplies means all tangible personal property other than tools or equipment.

Tools are tangible, personal property having a useful life of more than one year and an acquisition cost of less than \$5,000 per unit.

Completing a project frequently requires tools, equipment or machinery. Generally, such expenses are eligible. However, before incurring capital expenses the recipient should determine whether it is more cost effective to purchase or to lease the equipment.

If the recipient uses recipient-owned property, a use allowance (not to exceed the current rental rates for equivalent equipment) is an allowable cost. If the recipient rents the property, the rental fees are allowable. Therefore, it is logical to consider rental vs. purchase, and to purchase the property under the agreement if that is cost effective. This means that the recipient MAY be permitted to purchase property even though it would cost less to rent it, because there are other considerations in determining cost effectiveness. Such considerations may include:

- Convenience;
- Justifiable need for customized or unique equipment;
- Project needs after the expiration date; and
- Potential for use in future Ecology projects.

Ultimately, the recipient is expected to use good judgement and to document the justification for the purchase.

Some disposition of the property must be made at close-out. This section provides guidelines for the use and disposition of real or personal property, tools, equipment and supplies purchased under an agreement.

Real Property

Title

Subject to the conditions below, the recipient retains the title to real property acquired under an agreement.

Use

Except as otherwise provided by federal or state statutes, recipients must use real property for the purposes originally authorized by the terms of the agreement; the recipient will not dispose of or encumber its title or other interests.

Disposition

When the real property is no longer needed for the originally authorized purpose, the recipient will request instructions for its disposition from the Project Officer. At the Project Officer's discretion, the recipient will:

- Retain title and compensate Ecology in an amount equal to Ecology's share of the current fair market value of the property;

- Transfer title to Ecology (or to some other entity designated by Ecology), and obtain reimbursement equal to its share of the current fair market value of the property; or
- Sell the property, deduct any actual and reasonable selling and fix-up costs from the sale price, and pay Ecology its share of the net proceeds. If the agreement has not expired, the original cost of the property may be deducted from the net proceeds. Also, if the recipient is disposing of real property acquired with project funds, and acquiring replacement real property under the same program, the net proceeds from the disposition of the first property may be deducted from the cost of the replacement property.

When the recipient is directed to sell property, the recipient will follow sales procedures that ensure the highest possible return and the maximum practicable competition.

Equipment and Tools

Title

Subject to the conditions below, the recipient retains the title to tools and equipment acquired under an agreement.

Use

The recipient shall use the tools/equipment for the purposes authorized in the agreement for as long as needed, whether or not the program continues to be supported by Ecology. When no longer needed for the original project, the tools/equipment may be used in other activities currently or previously supported by Ecology. The recipient may make the tools/equipment available for use in other projects as long as such use does not interfere with the work on the originally authorized project.

Preference for other use will be given in the following order:

1. Projects administered previously or currently by the same grant or loan program;
2. Projects administered previously or currently by other Ecology programs (including federal grants administered through Ecology);
3. Projects administered by other state or federal agencies;
4. Other projects not supported by Ecology.

If the tools/equipment were purchased with federal grant funds, no charge (as a use allowance or as match) may be made for their use on any other federal grant project. If the tools/equipment were purchased with state funds, no charge (as a use allowance or as match) may be made for their use on any other state project. In other cases, use allowances may be charged as appropriate (see also PROJECT INCOME in Part IV-F).

The recipient may not use the tools/equipment to provide services for a fee to compete unfairly with private companies providing equivalent services, unless specifically permitted by statute.

Management

At least once every two years, the recipient must take physical inventory of the equipment/tools and reconcile the results with their property records. This should continue until final disposition has been made, and inventory records must be maintained just as other records for audit purposes.

The recipient must develop a control system, including physical inventory, to minimize the use of loss, theft or damage of the equipment/tools, and will investigate any loss, theft or damage. The recipient will follow manufacture recommended maintenance procedures to keep the equipment/tools in good operating condition.

For equipment, the recipient will maintain records that include:

- A description of the equipment;
- A serial number or other identifying number;
- The source of the equipment;
- The name of the title holder;
- The purchase date and price;
- The percentage of the acquisition price paid by Ecology;
- The location and use of the equipment;
- Condition and maintenance records;
- Final disposition data, including date and sale price.

Disposition

When replacing equipment, the recipient may dispose of the equipment being replaced by using it as a trade-in or by selling it and using the proceeds to offset the cost of the replacement.

When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first), the recipient will dispose of any equipment purchased with project funds as follows:

Tools may be retained, sold, or otherwise disposed of with no further obligation to Ecology.

Equipment may be disposed of according to one of the following alternatives, at Project Officer discretion:

- If the equipment is necessary for the continued operation of the project or other projects administered through Ecology, the Project Officer may instruct the recipient to retain the equipment with no further compensation to Ecology. Conditions for the continued use of the equipment may be attached at the discretion of the Project Officer.
- If the project has no further significant use for the equipment, the Project Officer may instruct the recipient to retain or sell the equipment and pay Ecology an amount equal to Ecology's share of the current fair market value, sale proceeds, or other price agreed upon by the Project Officer. If the recipient elects to sell the equipment, the recipient is to use sales procedures ensuring the highest possible return.
- The Project Officer may instruct the recipient to transfer title to Ecology or to a third party named by Ecology who is eligible under existing statutes. In such cases the recipient will be compensated in the amount equal to its share of the current fair market value of the equipment.

Equipment Owned by Ecology or the Federal Government

If the recipient uses Ecology or federally owned equipment, the following conditions will apply:

Title

The owner agency will retain the title.

Management

Recipients will manage the equipment in accord with the management procedures of the owner agency, and will submit an annual inventory listing to the Project Officer. Management procedures may be obtained from the Project Officer.

Disposition

When the equipment is no longer needed, the recipient will return the equipment to the Project Officer.

Supplies

Title

The recipient retains the title to supplies acquired under the agreement.

Use

The recipient will use all supplies purchased under the agreement for their originally authorized purpose.

Disposition

If, at the expiration date, there are unused supplies exceeding \$1000 in total fair market value and the supplies are not needed for any other Ecology project, the recipient will reimburse Ecology for its share of the remaining supplies.

Copyrights

Ecology reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the copyright in any work developed under an agreement, for Ecology or other state purposes. This license also applies to any copyright that a recipient or contractor purchases with state support.

The federal government reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the copyright in any work developed under a grant, for federal government purposes. This license also applies to any copyright that a recipient or contractor purchases with federal support.

C. Records Retention

General Principles

This section applies to all financial and programmatic records, supporting documents, statistical records, and other records that recipients are required to maintain by the terms of the agreement.

Copies made by microfilming, photocopying, or similar methods may be substituted for the original records after the audit has been completed.

Length of Retention Period

For purposes of auditing ecology grant and loan projects, records must generally be retained for three years from the day the recipient submits the last payment request. This requirement is in addition to other retention requirements imposed on recipients by other state or federal regulations. If a final billing has been waived, the retention period starts on the day the billing would have been due.

Records related to litigation or other claims. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues arising from it, or until the end of the regular three-year period, whichever is later.

Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer.

Income transactions after agreement expiration. In some cases recipients must report income received after expiration of the agreement. If so, the retention period for the records pertaining to the earning of the income starts from the end of the recipient's fiscal year in which the income is earned.

Cost allocation plans and any similar accounting computations of the rate at which a particular group of costs is chargeable.

If the proposal, plan, or other computation must be submitted to Ecology or to the Federal Government to form the basis for negotiation of the plan, then the 3-year retention period for the proposal's supporting records starts from the date of such submission.

If the proposal, plan or other computation is not required by the Federal Government or Ecology for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Right of Access by Ecology

Ecology (or the applicable federal awarding agency) and any of its authorized representatives, shall have the right of access to any books, documents, papers, or other records of recipients pertinent to the project, in order to make audits, examinations, excerpts, and transcripts. Such right of access is not limited to the required retention period but shall last as long as the records are retained.

To avoid duplicate record-keeping on federal grants, the federal awarding agency may make special arrangements with Ecology and its recipients to obtain any records which are or may be needed for joint use. The federal awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the recipient does not have to meet the 3-year retention requirement.

PART VI - CLOSE-OUT

A. Final Performance Evaluation

General Principles

Ecology will close out the project when it determines that all applicable administrative and programmatic requirements of the agreement have been met, or when the project has been terminated.

Close-out does not affect:

- Ecology's (or the applicable Federal agency's) right to disallow costs and recover funds on the basis of a later audit or other review;
- The recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records Retention and Access as required in Part V-C;
- Property Management requirements of Part V-B;
- Audit requirements of this Part.

Recipient Responsibilities

Within 45 days after the expiration date, the recipient must submit all financial, performance, and other reports required by the terms of the agreement. These may include but are not limited to:

- Final performance or progress report;
- Final request for payment (if applicable);
- Invention disclosure (if applicable);
- Federally or state owned property report: A recipient must submit an inventory of all federally or state owned property and all property acquired with project funds for which it is accountable, and must request disposition instructions from the Project Officer. (See Part V-B, Property Management.)
- A list of any real property, equipment, or supplies with an acquisition cost of at least \$5000 purchased under the agreement. The Project Officer will review the list and determine the property's disposition.

Disposition of Property

If a sale is required with compensation to Ecology, the Project Officer may require the recipient to complete the sale before close-out, and the sale proceeds deducted from the final payment; alternatively, the Project Officer may direct the Fiscal Office to create a formal receivable for the sale proceeds in order to continue with close-out.

If the recipient is required to compensate Ecology for property retained by the recipient, the amount of the adjustment will be deducted from any payment due the recipient. If the adjustment exceeds the payment due, the amount of the adjustment will become an obligation of the recipient to Ecology.

If the recipient is required to transfer title, the transfer must be done before close-out. Any amount due the recipient will be added to the final payment.

Within thirty days after the recipient has submitted all required reports, or the project has been completed (whichever comes later), the Project Officer will complete the Final Performance Evaluation (FPE).

The Project Officer will indicate on the FPE whether the project was completed to the satisfaction of Ecology.

If the project was NOT completed to the satisfaction of Ecology, the Project Officer will indicate the amount to be charged back against the project. (See *Termination or Suspension*)

The Project Officer will obtain the signature of the authorized Ecology official before sending the Final Performance Evaluation to the Fiscal Office.

Upon receipt of the Final Performance Evaluation, the Fiscal Office will deobligate funds, if appropriate, and close the file.

B. Audit

General Principles

Recipients are responsible for obtaining audits in accordance with the federal Single Audit Act of 1984 (31 U.S.C. 7501) if they receive federal funding either directly or through Ecology in excess of \$300,00 per year. In addition, any project funded in whole or in part by Ecology is subject to audit for a period of thirty-six months after the project is completed. If, after close-out, an audit reveals that funds are owed to the state or to the recipient, such adjustments will be made within 30 days after the final audit report is issued.

Selection of Projects for Audit

On an annual basis, Ecology will review the list of projects due for close-out, and may select projects for audit.

Project Officers may also request interim audits. If Ecology decides a project warrants an audit, an audit engagement contract will be let to the state auditor or a private firm.

Responsibilities of Auditor

In performing an audit, the Auditor will conduct a complete financial appraisal, reviewing the project books for:

- Compliance with Federal grant management guidelines (for grants made with federal funds);
- Compliance with these Administrative Requirements;
- Compliance with the relevant Program Guidelines;
- Compliance with all conditions of the agreement;
- Conformance with the project budget;
- Presentation of required supporting documentation.

The Auditor will not review recipients for performance. The Project Officer is responsible for determining if the work was completed in a satisfactory manner.

Audit Procedure

When the audit is done, if there are any findings, the Auditor will prepare a Draft Audit Report detailing all findings. The Auditor will review the draft audit report with the Project Officer. At the discretion of the Auditor, the draft may be amended to reflect additional clarifying information provided at that time. The Auditor will then send the Draft Audit Report to the recipient and the Program Manager, with copies to the Project Officer and the Fiscal Office.

The recipient will have 21 days to prepare a written response to the Draft Audit Report. The lack of a response will be understood to indicate concurrence with all findings in the Draft Audit Report.

If the recipient contests any or all of the findings, the response must identify each contested finding and provide any relevant information. The response may include additional documentation for disallowed costs, or other explanations, interpretations or agreements that may not have been available when the audit was performed.

If there are no findings, or after receipt of the responses to the draft audit report, the Auditor will prepare a Final Audit Report. The Final Audit Report will reflect the responses of the recipient and will include the Auditor's final recommendations. Where findings remain, the Final Audit Report will indicate the Auditor's reasons for disallowing a cost and will indicate the balance due the recipient, or the amount to be collected from the recipient.

The Auditor will send the Final Audit Report to the Ecology official who signed the agreement and to the recipient, with copies to the Fiscal Office and the Project Officer. The authorized Ecology official will review the report with the Project Officer and/or Auditor as appropriate and will approve the Final Audit Report as submitted.

If Ecology determines that it is in the best interests of the state to disregard any or all of the findings, Ecology will indicate which findings should be disregarded on the Final Audit Report. No Ecology official may reverse a finding that is made on the basis of recipient fraud or failure to perform.

C. Final Financial Adjustments

Unless directed otherwise by the Program Manager in writing, the Fiscal Office will follow the instructions of the Final Audit Report to initiate collection.

Final Payment

Ecology will, within 90 days after receipt of all deliverables, including the final report, make any necessary adjustments to the eligible costs. Ecology will make prompt payment to the recipient for Ecology's remaining share of eligible costs and the recipient must immediately refund to Ecology any overpayment.

Collection of Amounts Due

Any funds paid to a recipient in excess of the amount to which the recipient is finally determined by the auditor to be entitled under the terms of the agreement constitute a debt to the state of Washington (or for federal grants, to the federal government). If not paid within 30 days after demand, Ecology may reduce the debt by deducting the amount from other payment requests, or other action permitted by law.

Appendices

A. Sample Budgets and Payment Requests

Appendix A contains five sample budgets. Some budgets are established by task, some by object. Some projects permit in-kind, others do not. The samples were intended to cover many different possibilities in budget design.

Three of the budgets are accompanied by sample payments requests, designed to demonstrate the correct way to complete each of the forms. Each of form A through I, as well as a Letter Amendment redistributing costs, is represented at least once in these samples.

Note that NONE of the payment requests are complete, where multiple invoice vouchers were required to document all costs, only one pay was shown, and samples of forms D through I were not prepared for each payment request.

B. General Terms and Conditions (Rev. 8/00)

C. Sworn Statement of Compliance with OMWBE Goals

D. Sample Additional Certification - Maintaining a Drug-Free Workplace

E. Ecology Policies on Light Refreshments

F. Blank Forms A Through J

G. Bars and Classification of Expenditures by Object

APPENDIX A

Sample Budgets and Payments Requests

Sample 1: Task Budget, Single Fund Source, In-Kind Eligible

Expenditure Budget	
Task/Object	Eligible Cost
1. Urban Waterfront	
A. Salaries	15,700
B. Benefits	4,300
C. Overhead	5,000
D. Printing	2,000
E. In-Kind	7,500
Subtotal	34,500
2. Deschutes River	
A. Salaries	8,800
B. Benefits	1,200
C. Overhead	2,500
D. Printing/Mapping	1,000
E. Contracts	1,000
Subtotal	14,500
Total Project Cost	49,000

Fund Sources (using Worksheet 1, Part IV, Section C)

Total Project Cost		\$49,000
Fund	Fund Share (%)	Maximum Fund Account
CZM	50%	24,500
Match Requirement	Match Share (%)	Match Amount
Cash and/or In-Kind	50%	24,500

Additional Budget Conditions

1. Overhead will be charged at 25% of salaries and benefits
2. In-kind is eligible.
3. A letter amendment will be required to redistribute costs among tasks. A formal amendment will be required to increase the state funding amounts.

Sample 2: Object Budget, Funding Pro-Rated from two Sources
In-Kind Eligible, Sample Forms A, B1, C1, E, F, I


Objects		Eligible Cost
1.	Salaries	\$ 4,000
2.	Benefits	1,000
3.	Contracts (Personal Services)	10,000
4.	Supplies	1,150
5.	Equipment	4,000
6.	Overhead	1,250
Total Project Cost		\$21,400

Fund Sources (using Worksheet 2, Part IV, Section C)

Eligible Project Cost		\$21,400
Fund	Fund Share (%)	Maximum Fund Amount
Federal Clean Lakes	50%	\$10,700
CCWF	25%	\$ 5,350
Match	% Share	Match Amount
Cash	at least 12.5%	\$ 2,675
In-Kind	at most 12.5%	\$ 2,675

Additional Budget Conditions

1. Overhead is eligible in the amount of 25% of recipient salaries and benefits applied directly to the project.
2. A letter amendment is required to redistribute costs among objects. A formal amendment is required to increase the state or federal funding amounts.

Form A19-1A (Rev. 10/00) <div style="text-align: center;">  </div> <div style="text-align: center;"> State of Washington INVOICE VOUCHER </div>		Form A		AGENCY USE ONLY									
				AGENCY NO.		LOCATION CODE			P.R. OR AUTH. NO.				

AGENCY NAME														
1. Proj. Off: <u>S. Smith</u> Prog: <u>WQFA</u> Washington State Department of Ecology P.O. Box 47600, Olympia, WA 98504-7600														
2. Grant/Loan Recipient (Warrant is to be payable to) Joseph Morris Queen County Health Dept. 123 Main Street Prince Town, WA 98999-1234														
Fed ID No. 91-123456														

3. Payment Request No.: <u>1</u>														
4. Agreement No: <u>Sample-2</u>														
<i>I hereby certify under penalty that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to the State of Washington and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age.</i>														
5. By _____ (signature) _____ <div style="text-align: center;">(sign in blue ink)</div>														
Division Manager										10/15/95				
Title										Date				
6. <u>Mary Brown</u>										(206) 555-1234				
Contact Person										Tel. No.				
Received By										Date Received				

7	Effect. Date <u>07 01 95</u> Expir. Date <u>09 30 98</u>	Project Officer Approval for Payment/Performance Certification <div style="text-align: right;">Date:</div>				
8	Billing Period from <u>07 01 95</u> to <u>09 30 95</u>					
9	Fund Source Name	Fed Clean Lakes	CCWF			
10	Amount of Grant/Loan from Fund	10,700.00	5,350.00			
11	Cumulative Amount Requested	6,285.71	3,142.86			
12	Previous Cumulative Amount Requested	-	-			
13	Current Request/Payment Due	6,285.71	3,142.86			
14	Grant/Loan Remaining in the Fund	4,414.29	2,207.14			

All payments are made subject to federal and/or state audit

DOC DATE			PMT DUE DATE		CURRENT DOC. NO.		REF. DOC NO.		VENDOR NO.		VENDOR MESSAGE			USE TAX	UBI NO.	
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											
ACCOUNTING APPROVAL FOR PAYMENT									DATE					WARRANT TOTAL		WARRANT NUMBER

FORM B1 (page 1): RUNNING BUDGET SUMMARY for PROJECTS with INTERLOCAL COSTS and/or OTHER IN-KIND
 Use one form for each group of costs with the same eligibility requirements

Agreement No: Sample-2 Recipient: Queen County Health Dept. Payment Request No: 1 Page: of

FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No Fund Source(s):

(1) <i>Ele- ment No.</i>	<i>Costs Incurred This Request from Form C1</i>			<i>Cumulative Costs from Previous Form B1</i>			<i>New Cumulative Costs</i>				(9) <i>BUDGET</i>	(10) <i>Eligible Cumulative Element Cost</i>
	(2) <i>Cash</i>	(3) <i>In-Kind</i>		(4) <i>Cash</i>	(5) <i>In-Kind</i>		(6) <i>Cash</i>	(7) <i>In-Kind</i>		(8) <i>Total</i>		
		<i>A. Inter- local</i>	<i>B. Other</i>		<i>A. Inter- local</i>	<i>B. Other</i>		<i>A. Inter- local</i>	<i>B. Other</i>			
1	1000.00	600.00	400.00				1000.00	600.00	400.00	2000.00	4,000	2000.00
2	900.00	100.00					900.00	100.00		1000.00	1,000	1000,00
3	6000.00						6000.00			6000.00	10,000	6000.00
4	200.00		800.00				200.00		800.00	1000.00	1.150	1000.00
5	1600.00	300.00	1100.00				1600.00	300.00	1100.00	3000.00	4,000	3000.00
6	300.00						300.00			300.00	1,250	300.00
<i>Pro- ject</i>	10,000.00	1,000.00	2,300.00				(11) 10,000.00	(12A) 1,000.00	(12B) 2,300.00	(13) 13,300.00	21,400	(14) 13,300.00

***** GO TO FORM B1 (Page 2) AND COMPLETE ALL STEPS BEFORE COMPLETING FORM A *****

FORM B1 (page 2): *COMPLETE ELIGIBLE COSTS and FUND AMOUNTS*
Complete Form B1 (page 1) before completing this worksheet.

Agreement Number Sample-2 Recipient Queen County Health Dept. Pay Request No: 1

1. Enter the cumulative total cash expenditures from box 11, Form B1 (page 1). \$10,000.00
2. If the terms of the agreement specify that interlocal costs are valid cash match, enter cumulative total interlocal costs from box 12A, Form B1 (page 1). \$ 1,000.00
 NOTE: Interlocal costs may not exceed the total budgeted element cost minus the total cash expended for that element.
3. Add lines 1 and 2. \$11,000.00
4. Verify that all match requirements are met.
- 4(a) Percent of eligible project costs which must be cash: Add the fund shares (%) from all Ecology-administered fund sources which support these costs, and enter as a decimal. NOTE: This should correspond to the sum of the fund shares in the line 6(a) below. .75
- 4(b) Percent of eligible project costs which must be cash match: Enter the cash match requirement in the agreement as a decimal. If none, enter zero. .125
- 4(c) Percent of eligible project costs which must be cash or interlocal costs: Add lines 4(a) and 4(b). .875
5. Compute the cumulative costs which are eligible at this point.
- 5(a) Maximum eligible cumulative costs based on total match requirements: DIVIDE line 1 by line 4(a) and enter the result. \$13,333.33
- 5(b) Maximum eligible cumulative costs based on cash match requirements: DIVIDE line 3 by line 4(c) and enter the result. \$12,571.42
- 5(c) Maximum eligible cumulative costs based on the budget: Box 14, Form B1 \$13,300.00
- 5(d) ELIGIBLE CUMULATIVE COSTS. This is the amount of the project costs which meet ALL budget and match requirements at this point in the project. Enter the smallest of lines 5(a), 5(b) and 5(c). \$12,571.42
6. Compute the portion of eligible project costs which can be supported by each fund.

6(a) For each fund source administered by Ecology that support this group of costs, enter the name of the fund and the fund share (%).	FUND: <u>Clean Lks.</u> SHARE: <u>50%</u>	FUND: <u>CCWF</u> SHARE: <u>25%</u>	FUND: ____ SHARE: ____%
6(b) Compute fund amounts: In each column, multiply line 5(d) by the fund share (%) entered on line 6(a) and enter the result (the fund amount).	6,285.71	3,142.86	

7. Compute cumulative amount requested from each fund. If there is only one group of eligibility requirements in the agreement, the cumulative amount requested from each fund is already computed in line 6(b) above. Otherwise, for each fund, add the amounts on line 6(b) on all forms B1 (page 2) submitted for this billing. Enter the total for each fund on Form A, line 11.

FORM C1: VOUCHER SUPPORT for PROJECTS with INTERLOCAL COSTS or OTHER IN-KIND

Use one page per element, or subtotal each element separately.

Agreement No: Sample-2 Recipient: Queen County Health Dept. Payment Request 1 Page: of

(1) <i>Ele- Ment No.</i>	(2) <i>Payee or Contributor</i>	(3) <i>Item</i>	(4) <i>Invoice Number</i>	(5) <i>Date Cost Incurred or Contributed</i>	(6) <i>Warrant Number (if any)</i>	AMOUNT		
						(7) <i>CASH</i>	(8) IN-KIND	
							<i>A Interlocal Costs</i>	<i>B. Other</i>
5	Cannon Tire Co.	tires	XY123	07/08/95	1452	600.00		
5	Long Rentals	loader rental	456-789	07/20/95	8102	1000.00		
5	Jones Copies	xerox use		09/03/95				500.00
5	City of Prince	loan of pickup		08/01/95			300.00	
5	John Smith	loan of tractor		08/2-7/95				350.00
5	John Smith	operate tractor		08/2-7/95				350.00
TOTALS BY ELEMENT						(9) 1600.00	(10A) 300.00	(10B) 1100.00

(To be completed by individual, paid or volunteer, providing services to the project)

Name: John Smith **Employer:** Self-employed – farmer

[illegible]

INSTRUCTIONS TO RECIPIENTS: For project related costs multiply the total hours by the hourly rate to obtain the total charge. Enter the total charge per element on Form C1/C2. (NOTE: The hourly rate may be computed using the "Conversion to an Hourly Rate Worksheet.")

I certify that I have devoted the time reported above in the performance of work as described relative to the above named project.

09/04/95
Date

FORM F: RECORD OF MEETING ATTENDANCE

Agreement No.: Sample-2 Recipient: Queen County Health Dept. Payment Request 1 Page of

Purpose of Meeting: Solicit Public Input Concerning Lake Contamination Date of Meeting 08/10/95

<i>Name (please print)</i>	<i>Representing</i>	<i>No. of Hours At Meeting</i>	<i>Signature (requested)</i>
<i>John Smith</i>	<i>Neighborhood Association</i>	<i>2</i>	<i>(signature)</i>
<i>Sarah Smith</i>	<i>Self</i>	<i>2</i>	<i>(signature)</i>
<i>Susan Jones</i>	<i>Queen County</i>	<i>2</i>	<i>(signature)</i>
<i>Alan Saunders</i>	<i>Prince City</i>	<i>2</i>	<i>(signature)</i>
<i>Joe Thompson</i>	<i>Self</i>	<i>2</i>	<i>(signature)</i>
<i>Element Number</i> <u>1</u> <i>Total Volunteer Hours:</i> <u>10</u> <i>x \$12.50 = \$</i> <u>125.00</u>			

Enter the value computed in the lower right hand box on Form C1 for the appropriate element.

FORM I: VALUATION OF DONATED PROPERTY

Use this form to document contributions of property.

Agreement No: Sample-2 Recipient: Queen County Health Dept.

Date: 10/10/95 Payment Request Number 1 Page: of

List each item donated. Indicate the value assigned to the item according to the guidelines provided in the Administrative Requirements for Ecology Grants and Loans. Obtain the signature of the contributor. If required by program guidelines or the project officer, this form must accompany the payment request on which the contributions were listed.

Element No.	Item	Date Contributed	Value
5	Loan of tractor for 20 hours	8/2-7/95	350.00

I certify that the above listed contributions were made to the identified project. To the best of my knowledge, the value listed represents the fair market value of each contribution at the time that it was donated.

Signature of Contributor: (signature) Date: 10/10/95

Organization: N/A Position: N/A

ECY 060-15 (10/00)

Sample 3: Task Budget, One Fund Source, Cash Only, Sample Forms A, B2, C2, D, G

Expenditure Budget

Tasks	Total Cost	Elig. %	Eligible Cost	Maximum Elig. Cost
1. Planning	\$ 30,000	100%	\$ 30,000	\$ 30,000
2. Design-Engineering	\$ 250,000	100%	\$ 250,000	\$150,000
3. Construct Sweetwater Plant				
3A Contract Cost	\$ 900,000	72%	\$ 648,000	\$150,000
3B Bid Overruns	90,000	72%	\$ 64,000	\$ 64,800
3C Sales & Use Tax	\$ 70,000	72%	\$ 50,000	\$ 50,000
Project	\$1,340,000		\$1,043,200	\$943,200
4. Contingency				\$ 47,160
Maximum Eligible Project Cost				\$990,360

Fund Sources (using Worksheet 1, Part IV, Section C)

Maximum Eligible Project Cost		\$943,220 w/o contingency
		\$990,360 w/contingency
Fund	Fund Share (%)	Maximum Fund Amount
Centennial Clean Water	75%	\$707,400 w/o contingency
		\$742,770 w/contingency
Match	% Share	Match
Cash	at least 25%	\$235,800 w/o contingency
		\$247,590 w/contingency

Additional Budget Conditions

1. Overhead is eligible in the amount of 25% of recipient salaries and benefits applied directly to the project.
2. In-kind contributions are not eligible.
3. A letter amendment is required to redistribute costs among tasks. A formal amendment is required to increase the state funding.

LETTER AMENDMENT

REDISTRIBUTING COSTS AMONG BUDGET ELEMENT OF AN ECOLOGY GRANT OR LOAN

Agreement No: Sample-3 Recipient Queen County Amendment No: 4

Project Officer: Jan Grant Program: WOFA Section: Point Source

I authorize the following revisions to this grant project budget, starting on the date below:

Project Officer Signature: _____ Date Signed: 4/15/96

Effective Date 3/1/96

Element No.	CURRENT BUDGET				(REVISED BUDGET)			
	ELEMENT COST	ELIG. %	ELIG. COST	MAX ELIG.	ELEMENT COST	ELIG. %	ELIG. COST	MAX. ELIG.
1	30,000	100%	30,000	30,000	30,000	100%	30,000	30,000
2	250,000	100%	250,000	150,000	250,000	100%	250,000	180,000
3A	900,000	72%	648,000	648,000	972,222	72%	700,000	700,000
3B	90,000	72%	64,800	64,800	18,378	72%	13,200	0
3C	70,000	72%	50,400	50,400	69,400	72%	50,000	50,000
4	47,160	100%	47,160	47,160	47,160	100%	47,160	30,360
PROJECT	1,387,160			990,360	1,387,160			990,360

A formal amendment is necessary if an increase in funding is required. The revised budget for any element may not be less than the amount already billed in that element.

Original to Recipient – Copy to Fiscal Office

FORM B2: RUNNING BUDGET SUMMARY for PROJECTS with CASH EXPENDITURES ONLY

Use one form for each group of costs with the same eligibility requirements.

Agreement No. Sample-3 Recipient: Queen County Payment Request No: 3 Page: of

FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No _____ Fund Source(s): _____

(1) Ele- ment No.	(2) Cash Expenditures This Request	(See Instructions)		(5) Cumulative Cash Expenditures on Prev. Form B2	(6) New Cumulative Cash Expenditures	(7) BUDGET	(8) Eligible Cumulative Element Cost
		(3) Elig. %	(4) Elig. Am't				
1				32,000.00	32,000.00	30,000.00	30,000.00
2	50,000.00	1.00	50,000.00	170,000.00	220,000.00	180,000.00	180,000.00
3A	200,000.00	.72	144,000.00	622,000.00	766,000.00	700,000.00	700,000.00
3B							
3C	5,000.00	.72	3,600.00	51,000.00	54,600.00	50,000.00	50,000.00
4						30,360.00	
		XXXXXXX X					(9) 960,000.00

10. For each fund administered by Ecology that supports this group of costs, enter the name of the fund and the fund share (%) at right.	FUND: _____ SHARE: _____%	FUND: _____ SHARE: _____%	FUND: _____ SHARE: _____%
11. Compute Fund Amounts: In each column, multiply box 9 above by the fund share (%) in line 10 and enter the result.			720,000.00

FORM C2: VOUCHER SUPPORT for PROJECTS with CASH EXPENDITURES ONLY

Use one page per element or subtotal each element separately.

Agreement No: Sample-3 Recipient: Queen County Payment Request 3 Page: of

(1) Ele- ment No.	(2) Payee	(3) Item	(4) Invoice Number	(5) Date Cost Incurred	(6) Warrant Number (if any)	(7) Amount of Cash Expenditure
2	Smith Engineers	Plant Design	12345	1/12/98	X1801	50,000.00
	Total					50,000.00
3A	Jones Building	Construction	81724	2/20/98	X2911	140,000.00
3A	Masons & Co.	Construction	2-3456	2/18/98	X2102	60,000.00
	Total					200,000.00
3C	Jones Building	Sales Tax	81724	2/20/98	X2911	5,000.00
	Total					5,000.00
TOTAL BY ELEMENT						\$ (8)

ECY 060-9 (10/00)

FORM D: CONTRACTOR PARTICIPATION REPORT

Per Office of Minority and Women-Owned Business Enterprise reporting requirements, this form must accompany any payment request which includes payments to any private sector contractors. It may be completed by the recipient or by the contractor.

Agreement No: Sample-3 **Payment Request** 3 **Page** **of**

Recipient: Queen County

INSTRUCTIONS: ALL primary contractors under a grant or loan and all MINORITY or WOMEN-owned sub-contractors must be reported on this form.

(Column 1) *Indicate each contractor and sub-contractor on a separate line, listing sub-contractors below the appropriate primary contractor.*

(Column 2) *Identify each contractor as primary (P) or sub (S).*

(Column 3) *If the contract was sole source, enter Y, otherwise enter N.*

(Column 4) *Enter the contractor's federal ID number.*

(Column 5) *Enter the amount invoiced by each (sub-) contractor in the current payment request.*

(Column 6) *Enter the task number under which the invoice amount was reported on Form C1/C2.*

(1) Contractor	(2) P = Primary S=Sub	(3) Sole Source Y/N	(4) Federal Tax ID No.	(5) Amount of Contractor Invoice on this Request	(6) Task/Object Number
Masons & Company	P	N	99-1234890	60,000.00	3
Jones Building	P	N	92-2345678	120,000.00	3
Johnson Excavations	S	N	93-4567890	20,000.00	3

Sample 4: Task Budget, Multiple Fund Sources, No Tasks

Pro-Rated Among Sources

Expenditure Budget

Tasks	Total Cost	Eligible Cost
1. Household Haz Waste Ed	\$ 65,000	\$ 58,615
2. Household Attitud. Survey	\$ 10,000	\$10,000
3. Small Qty. Generator Ed.	\$ 12,250	\$ 11,572
4. Sm. Qty. Gen. Tech. Assist.	\$ 22,697	\$ 22,697
5. Proj. Mgmt. And Support	\$ 49,616	\$40,465
Total Project Cost	\$159,563	\$143,349

Fund Sources (using worksheet 3, Part IV, Section C)

Eligibility Group:	Group 1:	Group 2:	
Tasks Included in Each Group	Tasks 1,2,3,5	Task 4	Project
	\$120,652	\$22,697	\$143,349
Maximum Eligible Costs:			
Fund	Fund Share (%)	Maximum Fund Amount	
Local Toxic Acct	75%	\$90,489	\$90,489
Haz Waste Assistance Acct	50%		\$10,000**
Match Requirement	Match Share (%)	Match Amount	
Cash Match to LTCA	at least 20%	\$24,130	\$24,130
In-Kind Match to LTCA	at most 5%	\$ 6,033	\$ 6,033
Cash Match to HWAA	at least 50%		\$12,697

Additional Budget Conditions

1. Overhead is eligible in the amount of 25% of recipient salaries and benefits applied directly to the project.
2. In-Kind Contributions are not eligible in Group 2.
3. A letter amendment is required to redistribute costs among tasks. A forma amendment is required to increase the state funding from either source.
- **4. The maximum amount form HWAA is \$10,000. All remaining costs will be paid by cash match.

Sample 5: Task Budget, Cash Only, Multiple Fund Sources, Task

Costs Pro-Rated Among Sources, Sample Forms A, B2, C2, E

Expenditure Budget

Tasks	Total Cost	Eligible Cost
1. Administration	\$ 80,000	\$ 80,000
2. Education for HHW	\$ 60,000	\$ 60,000
3. Commercial Waste Ed.	\$ 40,000	\$ 40,000
4. Waste Oil Collection	\$ 40,000	\$ 20,000
5. Health and Safety	\$ 10,000	\$ 10,000
Total Project Cost	\$230,000	\$210,000


Fund Sources (using worksheet 4, Part IV, Section C)

Eligibility Group: Tasks Included		Group 1: Tasks 1,2,5	Group 2: Task 4	(Prorated)	Group 3: Task 3	Project
Eligible Costs		\$150,000	\$20,000		\$40,000	\$210,000
Fund	Fund Share (&)	Maximum Fund Amount		Fund Share (%)	Max. Fund Amt.	Total Fund Amt.
Local	75%	\$112,500		12.5%	\$ 5,000	\$117,500
Haz Waste	50%		\$ 5,000**	50%	\$20,000	\$ 25,000
Match	Match Share (%)	Match Amount		Match Share (%)	Match Amount	Total Match
Cash Match	at least 25%	\$ 37,500		37.5	\$15,000	\$ 52,500
Cash Match	at least 50%		\$15,000	0		\$ 15,000

Additional Budget Conditions

- Overhead is eligible in the amount of 25% of recipient salaries and benefits applied directly to the project.
- In-Kind Contributions are not eligible.
- The Fiscal office will monitor expenditures at the task level. A letter amendment is required to redistribute costs among tasks. A formal amendment is required to increase the state funding from either source.

**4. The maximum amount from HWAA is \$10,000. All remaining costs will be paid by cash match.

Form A19-1A (Rev. 10/00) <div style="text-align: center;">  </div> <div style="text-align: center;"> State of Washington INVOICE VOUCHER </div>	Form A <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">AGENCY USE ONLY</th> </tr> <tr> <td style="width: 33%; text-align: center;">AGENCY NO.</td> <td style="width: 33%; text-align: center;">LOCATION CODE</td> <td style="width: 33%; text-align: center;">P.R. OR AUTH. NO.</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </table>	AGENCY USE ONLY			AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.			
AGENCY USE ONLY										
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.								

<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 5px;">AGENCY NAME</div> <div style="padding: 5px;"> 1. Proj. Off: <u>S. Smith</u> Prog: <u>WQFA</u> Washington State Department of Ecology P.O. Box 47600, Olympia, WA 98504-7600 </div> <div style="border-top: 1px solid black; padding: 5px;"> 2. Grant/Loan Recipient (Warrant is to be payable to) Joseph Morris Queen County Health Dept. 123 Main Street Prince Town, WA 98999-1234 </div> <div style="border-top: 1px solid black; padding: 5px;"> Fed ID No. 91-123456 </div>	<div style="padding: 5px;"> 3. Payment Request No.: <u>1</u> </div> <div style="padding: 5px;"> 4. Agreement No: <u>Sample-5</u> </div> <div style="padding: 5px; font-size: small;"> I hereby certify under penalty that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to the State of Washington and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age. </div> <div style="border-top: 1px solid black; padding: 5px;"> 5. By _____ (signature) _____ <div style="text-align: right; font-size: x-small;">(sign in blue ink)</div> </div> <div style="border-top: 1px solid black; padding: 5px;"> Mayor _____ 04/08/96 Title _____ Date </div> <div style="border-top: 1px solid black; padding: 5px;"> 6. Lou White _____ (206) 407-7723 Contact Person Tel. No. </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 60%; text-align: center; padding: 2px;">Received By</td> <td style="width: 40%; text-align: center; padding: 2px;">Date Received</td> </tr> </table>	Received By	Date Received
Received By	Date Received		

7	Effect. Date <u>01 01 96</u> Expir. Date <u>12 31 96</u>	Project Officer Approval for Payment/Performance Certification <div style="text-align: right; padding-right: 20px;">Date:</div>		
8	Billing Period from <u>03 01 96</u> to <u>03 31 96</u>			
9	Fund Source Name	LTCA	HWAA	
10	Amount of Grant/Loan from Fund	117,500.00	25,000.00	
11	Cumulative Amount Requested	50,475.00	15,000.00	
12	Previous Cumulative Amount Requested	38,750.00	5,000.00	
13	Current Request/Payment Due	11,725.00	10,000.00	
14	Grant/Loan Remaining in the Fund	67,025.00	10,000.00	

All payments are made subject to federal and/or state audit

DOC DATE			PMT DUE DATE		CURRENT DOC. NO.		REF. DOC NO.		VENDOR NO.		VENDOR MESSAGE			USE TAX	UBI NO.	
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS	COUNTY	CITY/TOWN	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											
ACCOUNTING APPROVAL FOR PAYMENT									DATE					WARRANT TOTAL	WARRANT NUMBER	

FORM B2: RUNNING BUDGET SUMMARY FOR PROJECTS with CASH EXPENDITURES ONLY*Use one form for each group of costs with the same eligibility requirements.*Agreement No: Sample-5 Recipient: Prince Town Payment Request No: 3 Page: 1 of 2FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No 1 Fund Source(s): LTCA

(1) Ele- Ment No.	(2) Cash Expenditures This Request	(See instructions)		(5) Cumulative Cash Expenditures on Prev. Form B2	(6) New Cumulative Cash Expenditures	(7) BUDGET	(8) Eligible Cumulative Element Cost
		(3) Elig. %	(4) Elig. Am't				
1	2,300.00	1.00	2,300.00	42,000.00	44,300.00	80,000.00	44,300.00
2	10,000.00	1.00	10,000.00		10,000.00	60,000.00	10,000.00
5		1.00		8,000.00	8,000.00	10,000.00	8,000.00
	12,300.00	XXXXXX XX	12,300.00	50,000.00	62,300.00	150,000.00	62,300.00

10. For each fund administered by Ecology that supports this group of costs, enter the name of the fund and the fund share (%) at right.	FUND: _____	FUND: _____	FUND: <u>LTCA</u>
	SHARE: _____ %	SHARE: _____ %	SHARE: <u>75</u> %
11. Compute Fund Amounts: In each column, multiply box 9 above by the fund share (%) in line 10 and enter the result.			46,725.00

ECY 060-7 (10/00)

FORM B2: RUNNING BUDGET SUMMARY FOR PROJECTS with CASH EXPENDITURES ONLY*Use one form for each group of costs with the same eligibility requirements.*Agreement No: Sample-5 Recipient: Prince Town Payment Request No: 3 Page: 2 of 2FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No 3 Fund Source(s): LTCA & HWAA

(1) Ele- ment No.	(2) Cash Expenditures This Request	(See instructions)		(5) Cumulative Cash Expenditures on Prev. Form B2	(6) New Cumulative Cash Expenditures	(7) BUDGET	(8) Eligible Cumulative Element Cost
		(3) Elig. %	(4) Elig. Am't				
3	20,000.00	1.00	20,000.00	10,000.00	30,000.00	40,000.00	30,000.00
	20,000.00	XXXXXX XX	20,000.00	10,000.00	30,000.00	40,000.00	30,000.00

10. For each fund administered by Ecology that supports this group of costs, enter the name of the fund and the fund share (%) at right.	FUND: _____	FUND: <u>LTCA</u>	FUND: <u>HWAA</u>
	SHARE: _____ %	SHARE: <u>12.5</u> %	SHARE: <u>50</u> %
11. Compute Fund Amounts: In each column, multiply box 9 above by the fund share (%) in line 10 and enter the result.		3,750.00	15,000.00

ECY 060-7 (10/00)

FORM C2: VOUCHER SUPPORT for PROJECTS with CASH EXPENDITURES ONLY

Use one page per element, or subtotal each element separately.

Agreement No: Sample 5 Recipient: Queen County Payment Request 3 Page: of

(1) Ele- ment No.	(2) Payee	(3) Item	(4) Invoice Number	(5) Date Cost Incurred	(6) Warrant Number (if any)	(7) Amount of Cash Expenditure
1	Anne Worker	Salary		3/23/96	SD-2345	1,200.00
1	Jim Typist	Salary		3/23/96	SD-2456	800.00
1	Queen County	Overhead		3/23/96		300.00
TOTALS BY ELEMENT						\$ 2,300.00 (8)

ECY 060-9 (10/00)

FORM E: MONTHLY TIME SHEET

(To be completed by any individual, paid or volunteer, providing services to the project)

Agreement No: Sample-5 Recipient: Prince Town Month: March 1998

Name: Anne Worker Employer: Prince Town

Activity	C-Cash	Daily Work Log																															Total Hours	Recipient Use	
(Task/Sub-task No.)	IL-Interlocal IK-Other In-Kind	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		Hourly Rate	Total Charge
(1) Administer Grant	C											4	3	4	4	4			8	8	8	8	8			1							60	20.00	1,200.00
Annual Leave																											8	8							
Training												4	4	4	4	4																			
Sick Leave													1												7										
Prepare Report		8		8	8	8	8	8																					8	8					

<p>INSTRUCTIONS TO INDIVIDUALS: Using a separate line for each activity (whether project-related or not), list the activity and, if project-related, the task or sub-task number. Indicate if the services were Cash, Interlocal Costs or In-kind contributions. Enter the hours devoted to that activity per day and total each line. Total hours should correspond to employee's work week.</p> <p>INSTRUCTIONS TO RECIPIENTS: For project related costs, multiply the total hours by the hourly rate to obtain the total charge. Enter the total charge per element on Form C1/C2. (NOTE: The hourly rate may be computed using the "Conversion to an Hourly Rate Worksheet.")</p>	<p>CERTIFICATION SIGNATURE: <i>I certify that I have devoted the time reported above in the performance of work as described relative to the above named project.</i></p> <p>_____ (signature) Signature</p> <p>_____ 04/08/96 Date</p> <p>_____ (signature) Signature of Supervisor</p> <p>_____ 04/08/96 Date</p>
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APPENDIX B

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such

laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations) or OMB Circular A-110 (Uniform Administrative Requirements for Grants & Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) if the RECIPIENT receives federal funds in excess of \$300,000. The RECIPIENT must forward a copy of the state auditor's audit along with the RECIPIENT response and the final corrective action plan as approved by the SAO to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable as specified in the grant agreement and no more often than once per month. Each

request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.
3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6., herein.
6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the

DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above. When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.
3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any

corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 10/00

APPENDIX D
MAINTAINING A DRUG-FREE WORKPLACE
CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies that _____
Organization or Entity
maintains a drug free workplace in which:

- A. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is prohibited;
- B. Supervisors are required to inform all new employees of the drug-free policy;
- C. Employees are required to report to management, within five days, any criminal drug conviction for a violation that occurred in the workplace; and
- D. Management will take appropriate action against employees convicted of a violation that occurs in the workplace.

The undersigned further certifies that any employee violation shall be reported to Ecology.

Signature: _____

Title: _____

Date: _____

ECY 060-22 (10/00)

Appendix E

SECTION 15: COFFEE/LIGHT REFRESHMENTS

15.1. What Are Coffee/Light Refreshments?

- Coffee = any non-alcoholic beverage such as coffee, tea, soft drinks, juice or milk.
- Light Refreshment = an edible item that may be served between meals, such as doughnuts, sweet rolls, fruit and cheese.

15.2. When May Coffee/Light Refreshments Be Authorized?

A Section Manager, Field Office Manager, Program Manager, Program “A” Manager or Regional Director **MAY** authorize coffee and/or light refreshments at certain agency-sponsored events; **however**, the agency is **not required** to provide coffee and/or light refreshments.

The authorizing of coffee and/or light refreshments is limited to special situations or occasions where refreshments would be appropriate as an integral part of the meeting. **Use is not intended for the normal business of employees or officials and is subject to the following conditions:**

- The purpose of the event is to conduct official business or to provide formal training to state employees or state officials.
- The coffee and/or light refreshments are an integral part of the meeting or training session, that is, work continues throughout the period that refreshments are available.
- The Section Manager, Field Office Manager, Program Manager, Program “A” Manager or Regional Director must provide written approval in advance of the meeting or formal training session.
- Reimbursement for the coffee and/or light refreshments requires a receipt from the vendor.

15.3. When Are Coffee/Light Refreshments PROHIBITED?

- Expenditures for coffee and/or light refreshments for anniversaries of agencies, individual employment anniversaries, receptions for new, existing and/or retiring employees or officials, election celebrations, etc., are prohibited under OFM regulations.
- They are also prohibited for any "hosting" activities. "Hosting" includes, but is not limited to, those activities that are intended either to lobby a legislator or a government official, or are to be a social rather than governmental business event.

NOTE: Expenditures for coffee and/or light refreshments may be made as part of a recognition award. The total amount expended for the recognition award, including the coffee and/or light refreshments, is limited to the monetary level contained in RCW 41.60.150.

15.4. What Are The Procedures For Obtaining Coffee/Light Refreshments?

Approval on Form ECY 010-113 Conference, Seminar and Meeting Approval Form should be submitted **AT LEAST TEN DAYS PRIOR TO THE EVENT**.

- Plan the event and identify the necessary expenses.

- If event is held in a state-owned or state-leased barrier-free facility, contact the vendor to obtain an estimate of costs for the coffee/light refreshments for the expected number of persons to attend.
- If the event is to be held in private sector facilities, contact a vendor who meets the ADA access criteria (See Section 14) for an estimate of the facility rental and coffee/light refreshment costs for the expected number of attendees.
- Obtain appropriate verbal authorization to proceed with plans based on estimated costs.
- Complete the Approval Form For Conference, Seminar and Meeting ECY 010-113 which must be approved by the Section Manager or above. (See Figure 14-A.)
- Submit the Form ECY 010-113 to the Fiscal Office Travel Unit at least ten working days in advance of the planned event.
- Fiscal reviews the approval form and determines if the costs are eligible. If the costs are eligible, Fiscal will sign and send a copy to the Event Coordinator.

15.5. What Documents Are Needed For Payment Of Coffee/Light Refreshments?

If event is in a state-owned or state-leased barrier-free facility:

- An Approval Form for Conferences, Seminar And Meeting (Form ECY 010-113) with the proper level of signatory.
- Vendor invoices in sufficient detail to identify all charges.
- Roster or list of attendees.

If event is in a private sector facility:

- An Approval Form For Conferences, Seminar And Meeting (Form ECY 010-113) with the proper level of signatory.
- ADA Accessible Facility Checklist must be on file in the Fiscal Office to verify compliance with the ADA access criteria.
- Vendor invoice in sufficient detail to identify all charges. The invoice must have the vendor's certification that the facility met the requirements of the ADA on the scheduled date(s) of the event.
- Roster or list of attendees. On the roster of attendees, or on a separate memo, there must be a certification by the Ecology responsible person that, to the best of their knowledge, the facility did, or did not, meet ADA access criteria. An indication that the facility did not meet the access criteria would be considered as a breach of contract and the agency is authorized to deny payment to the vendor.

Form A

Ecology is an Equal Opportunity Employer.

INSTRUCTIONS FOR COMPLETING FORM A

1. Enter the name and program of the Ecology project officer.
2. Enter the name and address of the recipient, along with the contact person for us to call with any questions about the billing. Enter the recipient's Federal ID No.
3. Enter the number of the payment request – they are numbered consecutively.
4. Enter the grant or loan number.
5. Have the authorized official sign and date the request.
6. Enter the name and telephone number of the person who completed the payment request.
7. Enter the effective date and expiration date of the agreement.
8. Enter the period covered by the current payment request. No costs are eligible if incurred before the effective date or after the expiration date.
9. FUND SOURCE Name: List the name of each fund source administered by Ecology which supports the project costs.
10. AMOUNT OF GRANT/LOAN from FUND: For each fund source, enter the amount of the grant or loan established in the agreement. If there have been any amendments to the agreement, enter the amount established in the last amendment.
11. CUMULATIVE AMOUNT REQUESTED from FUND: If there is only one Form B1 or B2 for this billing, enter the amounts computed for each fund on line 11 of Form B2 or line 6(B) of form B1 (page 2). If there is more than one Form B1 or B2, do the following: for each fund, add the fund amounts computed on line 11 of all Forms B2 or line 6(b) of all Forms B1 (page 2) submitted with this payment request, and enter the sum.
12. PREVIOUS CUMULATIVE AMOUNTS REQUESTED: Enter the amount on line 11 of the previous Form A. For first billings, enter 0.
13. CURRENT REQUEST: Compare the amount of the grant or loan from each fund (line 10) to the cumulative amount requested from the fund (line 11). Subtract line 12 from the smaller of the two and enter the result. If less than zero, enter zero.
14. GRANT/LOAN REMAINING in the FUND: Subtract the cumulative amount requested (line 11) from the Grant/Loan Amount in the Fund (line 10). If the result is less than zero, enter zero.

FORM B1 (page 1): RUNNING BUDGET SUMMARY for PROJECTS with INTERLOCAL COSTS and/or OTHER IN-KIND
Use one form for each group of costs with the same eligibility requirements.

Agreement No: _____ Recipient: _____ Payment Request No: _____ Page: _____ of _____

FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No _____ Fund Source(s): _____

(1) Ele- ment No.	Costs Incurred This Request from Form C1			Cumulative Costs from Previous Form B1			New Cumulative Costs				(9) BUDGET	(10) Eligible Cumulative Element Cost
	(2) CASH	(3) IN-KIND		(4) CASH	(5) IN-KIND		(6) CASH	(7) IN-KIND		(8) TOTAL		
		A. Inter- Local	B. Other		A. Inter- local	B. Other		A. Inter- local	B. Other			
Pro- ject							(11)	(12A)	(12B)	(13)		(14)

*****GO TO FORM B1 (Page 2) AND COMPLETE ALL STEPS BEFORE COMPLETING FORM A

ECY 060-3 (10/00)

INSTRUCTIONS FOR COMPLETING FORM B1

1. (First Line) Enter the agreement number, recipient name, payment request number and page numbers.
2. (Second Line) If the terms of the agreement establish groups of costs by different eligibility requirements, enter the group which is documented on this page. Otherwise, enter "1." Enter the name(s) of the fund source(s).
3. (Column 1) Enter the number of each budget element (task, sub-task or object) established in the agreement.
4. (Column 9) Enter the amount budgeted for each element in the agreement.
5. (Column 2 and 3) On the line corresponding to each element, enter the totaled costs (reported on Form C1. Enter cash expenditures in column 2, interlocal costs in column 3A, and other in-kind contributions in column 3B.
6. (Columns 4 and 5) If this is the first payment request, leave these columns blank. Otherwise, enter the cumulative costs computed in columns 6, 7A and 7B of the previous Form B1. Enter the previous cumulative cash expenditures in column 4, previous cumulative interlocal costs in column 5A, and previous cumulative other in-kind contributions in column 5B.
7. (Column 6 and 7) for each element, add columns 2 and 4 to obtain new cumulative cash expenditures. Add columns 3A and 5A to obtain new cumulative interlocal costs, and add columns 3B and 5B to obtain new cumulative other in-kind contributions.
8. (Column 8) for each element, add columns 6, 7A and 7B to obtain new cumulative total element costs.
9. (Column 10) for each element, compare the entry in column 8 (cumulative total element cost) with the entry in column 9 (budget amount). For each element, enter the smaller of the entries in column 8 and 9 in column 10 (this is the eligible element amount to this point). **IF THE CUMULATIVE TOTAL COSTS FOR ANY ELEMENT EXCEED THE BUDGET, THE EXCESS WILL NOT BE ELIGIBLE – AND WILL NOT BE REIMBURSED – WITHOUT AN AMENDMENT. CONTACT YOUR PROJECT OFFICER IMMEDIATELY.**
10. (Boxes 11, 12A, 12B, 13 and 14) Add each of columns 6, 7A, 7B, 8 and 10.
11. COMPLETE the WORKSHEET on FORM B1 (page 2) TO COMPUTE ELIGIBLE CUMULATIVE COSTS AND THE AMOUNT OF FUNDING FROM EACH FUND SOURCE.

FORM B1 (page 2) COMPUTE ELIGIBLE COSTS AND FUND AMOUNTS

Complete Form B1 (page 1) before completing this worksheet.

Agreement Number _____ Recipient _____ Pay Request No: _____

1. Enter the cumulative total cash expenditures from box 11, Form B1 (page 1)..... \$ _____

2. If the terms of the agreement specify that interlocal costs are valid cash match, enter \$ _____
cumulative total interlocal costs from box 12A, Form B1 (page 1).
NOTE: Interlocal costs may not exceed the total budgeted element costs minus the total cash expended for that element.

3. Add lines 1 and 2.

4. **Verify that all match requirements are met.**

4(a) Percent of eligible project costs which must be cash: Add the fund shares (%) from \$ _____
all Ecology-administered fund sources which support these costs, and enter as a decimal. NOTE: This should correspond to the sum of the fund shares in line 6(a) below.

4(b) Percent of eligible project costs which must be cash match: Enter the cash match..... \$ _____
requirement in the agreement as a decimal. If none, enter zero.

4(c) Percent of eligible project costs which must be cash or interlocal costs: \$ _____
Add lines 4(a) and 4(b).

5. **Compute the cumulative costs which are eligible at this point.**

5(a) Maximum eligible cumulative costs based on total match requirements:
DIVIDE line 1 by line 4(a) and enter the result. \$ _____

5(b) Maximum eligible cumulative costs based on cash match requirements:
DIVIDE line 3 by line 4(c) and enter the result. \$ _____

5(c) Maximum eligible cumulative costs based on the budget: Box 14, Form B1 \$ _____

5(d) **ELIGIBLE CUMULATIVE COSTS.** This is the amount of the project costs \$ _____
which meet ALL budget and match requirements at this point in the project.
Enter the smallest of the lines 5(a), 5(b) and 5(c).

6. **Compute the portion of eligible project costs which can be supported by each fund.**

6(a) For each fund source administered by Ecology that supports this group of costs, enter the name of the fund and the fund share (%).	FUND: _____ SHARE: _____%	FUND: _____ SHARE: _____%	FUND: _____ SHARE: _____%
6(b) Compute fund amounts: In each column, multiply line 5(d) by the fund share (%) entered on line 6(a) and enter the result (the fund amount).			

7. **Compute cumulative amount requested from each fund.** If there is only one group of eligibility requirements in the agreement, the cumulative amount requested from each fund is already computed in line 6(b) above. Otherwise, for each fund, add the amounts on line 6(b) on all forms B1 (page2) submitted for this billing. Enter the total for each fund on Form A, line 11.

ECY 060-3 (10/00)

FORM B2: RUNNING BUDGET SUMMARY for PROJECTS with CASH EXPENDITURES ONLY
Use one form for each group of costs with the same eligibility requirements.

Agreement No: _____ Recipient: _____ Payment Request No: _____ Page: _____ of _____

FOR PROJECTS WITH MORE THAN ONE GROUP OF ELIGIBILITY REQUIREMENTS: Group No _____ Fund Source(s) _____

(1) Ele- ment No.	(2) Cash Expenditures This Request	(See instructions)		(5) Cumulative Cash Expenditures on Prev. Form B2	(6) New Cumulative Cash Expenditures	(7) BUDGET	(8) Eligible Cumulative Element Cost
		(3) Elig. %	(4) Elig. Am't				
		XXXXXX XX					(9)

10. For each fund administered by Ecology that supports this group of costs, enter the name of the fund and the fund share (%) at right.	FUND: _____ SHARE: _____ %	FUND: _____ SHARE: _____ %	FUND: _____ SHARE: _____ %
11. Compute Fund Amounts: In each column, multiply box 9 above by the fund share (%) in line 10 and enter the result.			

ECY 060-7 (10/00)

INSTRUCTIONS FOR COMPLETING FORM B2

1. (First Line) Enter the agreement number, recipient name, payment request number and page numbers.
2. (Second Line) If the terms of the agreement establish groups of costs by different eligibility requirements, enter the group which is documented on this page. Otherwise, enter "1." Enter the name(s) of the fund source(s).
3. (Column 1) Enter the number of each budget element (task, sub-task or object) established in the agreement.
4. (Column 7) Enter the amount budgeted for each element in the agreement.
5. (Column 3) Enter the eligibility percentage for each element as specified in the agreement as a decimal. If none is specified, enter a "1."
6. (Column 2) On the line corresponding to each element, enter the cash expenditures reported for that element from box 8 of Form C2.
7. (Column 4) Multiply column 2 by column 3 and enter the result.
8. (Column 5) If this is a first billing, leave this column blank. Otherwise, enter the cumulative costs computed in column 6 of the previous Form B2.
9. (Column 6) For each element, add the entries in columns 4 and 5 to obtain new cumulative cash expenditures.
10. (Column 8) For each element, compare the entry in column 6 (cumulative total element cost) with the entry in column 7 (budget amount). **IF THE CUMULATIVE TOTAL COSTS FOR ANY ELEMENT EXCEED THE BUDGET, THE EXCESS WILL NOT BE ELIGIBLE WITHOUT AN AMENDMENT.** For each element, enter the smaller of the entries in column 6 and 7 in column 8 (this is the eligible element amount to this point).
11. (Box 9) Add column 8. This is the Maximum Eligible Costs Based on the Budget.
12. (Line 10) Enter the name of each Ecology administered fund which supports this group of costs in a column at the right. Below it, enter the percentage of eligible costs which will be supported by that fund as specified in the agreement (fund share).
13. (Line 11) For each fund, multiply the fund share (%) by box 9, and enter the result on line 11. This is the cumulative amount requested from the fund for this group of costs.
14. If there is only one group, transfer the amounts on line 11 to Form A, line 11. If there is more than one group, add the fund amounts computed on line 10 of all Forms B2 for each fund, and enter on line 11 of Form A.

FORM C1: VOUCHER SUPPORT for PROJECTS with INTERLOCAL COSTS or OTHER IN-KIND
Use one page per element, or subtotal each element separately.

Agreement No: _____ Recipient: _____ Payment Request: _____ Page: _____ of _____

(1) Ele- ment No.	(2) Payee or Contributor	(3) Item	(4)r Invoice Number	(5) Date Cost Incurred or Contributed	(6)) Warrant Number (if any)	Amount		
						(7) CASH	(8) IN-KIND	
							A Interlocal Costs	B Other
TOTALS BY ELEMENT						(9)	(10A)	(10B)

ECY 060-8 (10/00)

INSTRUCTIONS FOR COMPLETING FORM C1

1. Enter the grant or loan number, recipient name, payment request number and page number at the top of the form.
2. (Column 1) Enter the task, sub-task or object number (established in the agreement) to which the cost is to be charged.
3. (Column 2) List the name of the contributor (for interlocal costs and other in-kind contributions) or the payee (for cash expenditures).
4. (Column 3) List the item purchased or donated.
5. (Column 4) Enter the vendor's invoice number (for cash expenditures only).
6. (Column 5) Enter the date that the cost was incurred (for cash expenditures) or that the item was donated (for interlocal costs and other in-kind contributions). NOTE: All costs must be incurred between the effective and expiration dates of the agreement.
7. (Column 6) Enter the number of warrant used to pay the vendor, if payment has already been made (for cash expenditures only).
8. (Column 7) Enter the amount of the cash expenditure.
9. (Columns 8A and 8B) Enter the value of the interlocal costs and other in-kind contributions (see Valuation of Donated Services and Property, Part III, Administrative Guidelines for Ecology Grants and Loans).

If the terms of the agreement specify that interlocal costs are valid cash match, then interlocal costs must be tracked separately from other in-kind and recorded in column 8A. All other in-kind should be recorded in column 8B.

If interlocal costs may NOT be used to meet a cash match requirement, they should be recorded with other in-kind in column 8B.

10. (Boxes 9, 10A and 10B) If only one element is documented on this form, add columns 7, 8a and 8b and enter the totals in boxes 9, 10A and 10B. If more than one element is documented on this form, sub-total columns 7, 8A and 8B for each element, and circle the element total.
11. For each element, enter the total cash expenditures (from box 9) in column 2 of Form B1. Enter the total interlocal costs (from box 10A) in column 3A of Form B1. Enter the total other in-kind expenses (from box 10B) in column 3B of Form B1.

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FORM C2: VOUCHER SUPPORT for PROJECTS with CASH EXPENDITURES ONLY

Use one page per element, or subtotal each element separately.

Agreement No: _____ Recipient: _____ Payment Request _____ Page: _____ of _____

(1) Ele- ment No.	(2) Payee	(3) Item	(4) Invoice Number	(5) Date Cost Incurred	(6) Warrant Number (if any)	(7) Amount of Cash Expenditure
TOTALS BY ELEMENT						\$(8)

ECY 060-9 (10/00)

INSTRUCTIONS FOR COMPLETING FORM C2

1. Enter the agreement number, recipient name, payment request and page numbers.
2. (Column 1) Enter the element number (as specified in the agreement) to which the cost is to be attributed.
3. (Column 2) List the name of the payee.
4. (Column 3) List the item purchased.
5. (Column 4) Enter the vendor's invoice number.
6. (Column 5) Enter the date that the cost was incurred. NOTE: All costs must be incurred between the effective and expiration dates of the agreement.
7. (Column 6) Enter the number of the warrant used to pay the vendor (if payment has already been made).
8. (Column 7) Enter the amount of the cash expenditure.
9. (Box 8) If only one element is documented on this form, add the entries in column 7 and enter the result on box 8. If more than one element is documented on this form, add the entries in column 7 for each element and circle the total for each element.
10. Enter the total for each element in column 2, form B2.

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FORM D: CONTRACTOR PARTICIPATION REPORT

Per Office of Minority and Women-Owned Business Enterprise reporting requirements, this form must accompany any payment request which includes payments to any private sector contractors. It may be completed by the recipient or by the contractor.

Agreement No: _____ Payment Request _____ Page _____ of _____

Recipient: _____

INSTRUCTIONS: ALL primary contractors under a grant or loan and all MINORITY or WOMEN-owned sub-contractors must be reported on this form.

- (Column 1) Indicate each contractor and sub-contractor on a separate line, listing sub-contractors below the appropriate primary contractor.
(Column 2) Identify each contractor as primary (P) or sub (S).
(Column 3) If the contract was sole source, enter Y, otherwise enter N.
(Column 4) Enter the contractor's federal ID number.
(Column 5) Enter the amount invoiced by each (sub-) contractor in the current payment request.
(Column 6) Enter the task number under which the invoice amount was reported on Form C1/C2.

(1) Contractor	(2) P=Primary S=Sub	(3) Sole Source Y/N	(4) Federal Tax ID No.	(5) Amount of Contractor Invoice On this Request	(6) Task /Object Number

ECY 060-11 (10/00)

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FORM E: MONTHLY TIME SHEET

(To be completed by any individual, paid or volunteer, providing services to the project)

Agreement No: _____ Recipient: _____ Month: _____

Name: _____ Employer: _____

[illegible]

ECY 060-12 (10/00)

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FORM F: RECORD OF MEETING ATTENDANCE

Agreement No: _____ Recipient: _____ Payment Request _____ Page _____ of _____

Purpose of Meeting: _____ Date of Meeting: _____

Name (please print)	Representing	No. of Hours at Meeting	Signature (required)
ELEMENT NUMBER _____ TOTAL VOLUNTEER HOURS: _____ X \$12.50 = \$ _____			

Enter the value computed in the lower right hand box on Form C1 for the appropriate element.

ECY 060-13 (10/00)

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Document Control No: _____

FORM G: SALES AND USE TAX REPORT

Recipient
(Taxpayer): _____ Registration No: _____

Address: _____ City _____ State _____ Zip _____

CONTACT PERSON: Title: Tel.No:

Signature: _____ Date: _____

PROJECT TITLE: _____ Agreement No: _____

Total Project Cost:	Total Eligible Cost:	Grant Amount:
---------------------	----------------------	---------------

Briefly describe the project below:

Indicate below all eligible costs for items on which sales tax was charged. List each item with a unit acquisition cost of at least \$50,000 on a separate line. Total all other items and list as one line item.

Date	Invoice No.	Vendor Name	Item	Amount (sales tax excluded)
TOTAL				

FOR OFFICIAL USE ONLY	Approved	Tax	Paid
-----------------------	----------	-----	------

ECY 060-14 (10/00)

Original: Ecology

Yellow: Ecology/Revenue Pink: Taxpayer

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FORM H: CONVERSION TO A COMPOSITE HOURLY BILLING RATE FOR AN EMPLOYEE

This schedule can be used for all salaried full-time employees. It was developed to provide a calculated cost of an employee and to include his/her benefits, vacation time, retirement benefits, sick leave benefits and any item paid by an employer for the return of services provided by an employee.

EMPLOYEE'S NAME _____ DATE _____
FIGURED ON MONTHLY COST:

1.	Enter the amount of monthly salary	1. _____
2.	Benefits: Social Security _____ % x LINE 1 (wages) Employer's rate)	2. _____
3.	Benefit (worker's compensation) Class Code _____ Employer's Rate _____ % x 160 hours	3. _____
4.	Unemployment Insurance Rate _____ % x LINE 1 (wages)	4. _____
5.	Medical Benefits per month	5. _____
6.	Retirements per month	6. _____
7.	Pension Plan or Matching Plans	7. _____
8.	Other _____	8. _____
9.	TOTAL MONTHLY COSTS (add lines 1 through 8)	9. _____
10.	LINE 9 x 12 months = TOTAL YEARLY COST	10. _____
11.	Work hours in a year:	
	A. 52 weeks per year x 5 work days per week = 260 days 260 days x 8 hours per day = potential work hours per year A: <u>2080</u> hours	
	PAID DAYS OFF PER YEAR:	
	Annual Leave: _____ hours per month x 12 months = _____ hours	
	Sick Leave: _____ hours per month x 12 months = _____ hours	
	Holidays: _____ days per year x 8 hours = _____ hours	
	B. TOTAL HOURS OF ACCRUED LEAVE PER YEAR	B. _____ hours
12.	SUBTRACT LINE "B" from LINE "A" = YEARLY HOURS WORKED	12. _____
13.	DIVIDE LINE 10 BY LINE 12 (total yearly cost ÷ yearly hours worked) = COMPOSITE HOURLY RATE	
	13. _____	

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FORM I: VALUATION OF DONATED PROPERTY

Use this form to document contributions of property.

Agreement No: _____ Recipient: _____

Date: _____ Payment Request Number: _____ Page: ____ of ____

List each item donated. Indicate the value assigned to the item according to the guidelines provided in the Administrative Requirements for Ecology Grants and Loans. Obtain the signature of the contributor. If required by program guidelines or the project officer, this form must accompany the payment request on which the contributions were listed.

Element No.	Item	Date Contributed	Value

I certify that the above listed contributions were made to the identified project. To the best of my knowledge, the value listed represents the fair market value of each contribution at the time that it was donated.

Signature of Contributor _____ Date: _____

Organization: _____ Position: _____

ECY 060-15 (10/00)

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Use one form per fund

Prepared by: _____ Signature: _____

[illegible]

Ecology is an Equal Opportunity and Affirmative Action Employer.

INSTRUCTIONS FOR COMPLETING CASH FLOW PROJECTION

1. Use a separate form for each fund source for a grant or loan project.
2. From the agreement, enter the agreement number, recipient name, effective and expiration dates, fund source name and the amount of grant/loan from the fund.
3. Indicate whether this is an initial projection, or a revision of an earlier projection. If there is more than one page to the projection, indicate page numbers.
4. (First row of the table) if no payment requests have been submitted, enter "0." Otherwise, enter the AMOUNT OF FUNDING WHICH HAS ALREADY BEEN REQUESTED, even if the payment has not yet been received. This should be the amount on line 11 of the last Form A submitted on Ecology. Include both the payments due and the retainage.
5. (Column 1) Enter the calendar year in which the anticipated payment request will be made.
6. (Column 2) Enter the month in which the anticipated payment request will be made, beginning with the date of the next payment request, and using additional sheets as necessary until the expiration date. If requests are made quarterly, enter only the month in which a request will be made.
7. (Column 3) Enter the estimated amount which will be requested on that billing, including both the amount to be disbursed and the retainage (this is the amount which would be entered in line 13 of Form A of the anticipated request).
8. (Last row of the table) Add all entries in column 3, including any entry in the first row. This may not exceed the amount of the grant or loan from the fund source.

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APPENDIX G

CLASSIFICATION OF EXPENDITURES BY OBJECT

Definitions

- A* SALARIES AND WAGES
- B* EMPLOYEE BENEFITS
- C* PERSONAL SERVICES CONTRACTS
 - CA Management & Organizational Services
 - CF Technical Research Services
 - CJ Employee Training
- E* GOODS AND SERVICES
- J* CAPITAL OUTLAYS
 - JE Land
 - JF Buildings and Structures
- P* DEBT SERVICE:
 - PA Principal
 - PB Interest
- M* INTERFUND OPERATING TRANSFERS

Other Objects and Sub-Objects may be found in the Statewide Administrative and Accounting Manual (SAAM) located on the Office of Financial Management's web site at:

<http://www.ofm.wa.gov/policy/75.70.htm>

*Only the object (first character) is required for reporting purposes. The sub-object (second character) is recommended for accounting purposes.

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